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* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

WE PRINT elsewhere an order of transfer of 35 actions from Mr. Justice NORTH, 45 actions from Mr. Justice STIRLING, and 35 actions from Mr. Justice BYRNE, to Mr. Justice COZENS-HARDY, for the purpose only of trial or hearing.

DURING the last fortnight Mr. FRANCIS A. STRINGER, of the Central Office, has, with the consent of the proper authority in England, been engaged in Dublin as member of a departmental committee appointed by the Lord Chancellor of Ireland to inquire into certain matters concerning the work of the Irish legal departments.

WE BELIEVE that steps have been taken by the Incorporated Law Society, in conjunction with the provincial law societies, with regard to the glaring breach of faith of the undertaking on which the Land Transfer Act, 1897, was allowed to pass into law involved in the insertion in the Small Houses (Acquisition of Ownership) Bill of the clause to which we drew attention last week. The progress and result of these proceedings are, as usual, kept profoundly secret, but it is hoped that, now the attention of the Government has been called to this strange violation of a solemn compact publicly entered into in the House of Commons, the objectionable clause will disappear.

IN ANSWER to a question in the House of Commons with reference to the recent case of *Reg. v. Glamorganshire County Council* (ante, p. 457), which we commented upon last week, Mr. COLLINGS stated that the legal points to which that case gave rise were still under consideration. We are in a position to state that, although no final decision has yet been come to, the case has created considerable stir both at the War Office and the Home Office, and that it is practically certain, either that the Attorney-General will take up the matter with a view to testing the decision in the Court of Appeal, or that, if it should appear, as seems possible, that neither the War Office nor the county is liable, and that the case is unprovided for, legislation will at once be introduced to supply the omission. It is manifest that some action is necessary, and that the matter cannot be left where it is without causing great public inconvenience or possibly danger, not to speak of individual hardship and loss. For, while the *Glamorganshire* case stands, the authorities will be greatly

hampered in the future in dealing with riots or disturbances of a serious character, since they will not be able to call in the military to their aid if they have no power to provide for their proper lodging and maintenance. Moreover, the individual tradesmen who supplied goods to the amount of many hundreds of pounds on the faith of assurances that the county would pay, will be heavy losers, unless, as is to be hoped, they are to be paid by way of grace, if such a course is possible, by the county or the War Office.

THE CASE of *Eaton v. Tapley* (*ante*, p. 458) illustrates the great difficulty which often arises in reconciling different rules of court made from time to time, apparently without due consideration of the way in which any new rule may re-act upon previously existing rules which are not immediately connected with the subject of the new rule. In that case it was contended that a notice of a defence of a statute of limitations, filed in accordance with ord. 10, r. 10, of the County Court Rules, 1888, and in the form 95a prescribed by rule 14a, was bad because it did not give year, chapter, and section of the statute as provided by rule 18a of order 10. Now, rule 14, as originally published in 1889, provided that such notice should be in the form 95, and form 95 was as follows: "That the claim . . . is barred by a statute of limitations [here set forth the statute and the date from which it began to run]." At this date rule 18a did not exist, and only came into force in 1892. In 1895, however, rule 14 was annulled and replaced by rule 14a, which prescribes a new form of notice (95a), which omits the directions as to setting out the statute and date contained in the old form. It seems as if it had been considered that rule 18a more effectually provided for that, as it provides "that the defendant shall set forth the year, chapter, and section of the statute, or the short title thereof, and the particular matter on which he relies." But in *Eaton v. Tapley* the court rejected the view that rule 18a applied at all to notice of a defence of a statute of limitations, holding that it was only a general provision which did not apply to the defence of a statute of limitations, since that was specially provided for by rule 14a. The anomalous result of this decision is that, in the case of such a defence, it is not necessary to give the details directed to be given by rule 18a; but that, in the case of any other statutory defence, such details must be given.

THERE is always a danger in making alterations in practice that the rights of parties may be found to have been altered as well, and such a result is, of course, to be avoided whenever practicable. Upon this principle was given the decision of STIRLING, J., in *Re Atkinson* (46 W. R. 439), which has recently been affirmed by the Court of Appeal (*ante*, p. 455). Under the former practice with regard to granting administration to the estate of a married woman who had left a will, probate was first granted to the executors in respect of the personal estate which the married woman had power to dispose of and had disposed of by will, and then letters of administration *ceterorum* were granted to her husband. In the ordinary course the property passing under the will would be only such as was the separate estate of the married woman or over which she had a power of disposition independently of her husband. But her other property would equally pass under the will if the husband assented to such a disposition, and he was held to have assented if he took out probate of the will generally and not limited to property which she could dispose of: *Ex parte Fane* (16 Sim. 406). For this assent a reason, though merely a technical one, existed. He had it in his power to set up the will in part only, and he had chosen to set it up entirely. Hence he could not subsequently dispute any of its provisions. But in consequence of the increase in separate estate effected by the Married Women's Property Act, 1882, the double administration was in 1887 abolished, and since that date probate in the ordinary form—that is, without any restriction—has been granted in respect of the estate of a married woman: *Re Amelia Price* (12 P. D. 137), and Probate Rules of March, 1887. Consequently, if a husband is appointed executor under his wife's will, he has no choice except to take out probate

generally, and cannot protect himself as formerly by a limited probate from being held to have assented to a disposal of her non-separate property. It follows, as STIRLING, J., and now the Court of Appeal have held in *Re Atkinson*, that general probate is no longer evidence of assent on the part of the husband, and legatees of the non-separate property must be prepared in such a case with evidence that the assent has been actually given.

LAST WEEK'S Workmen's Compensation appeals included a case of *Holness v. Mackay*, in which the members of the court differed on an important question—the first occasion (so far as we are aware) on which a dissentient judgment has been delivered in the Court of Appeal in a case arising under this Act. The claim for compensation was made in respect of the death of a workman employed by a firm of contractors in widening a railway line. The peculiarity of the case lay in the admitted fact that the deceased was not actually at work when he met with his death, but was on his way to the place where he was bound to commence his work a few minutes later. It was not, of course, contended that an employer's liability commences in all cases while the workman is only proceeding to the scene of his labours, but it was said that the particular circumstances of this case gave rise to such a liability. In order to get to his work the deceased was obliged to pass along a part of the railway line: this was known to his employers, who had in fact directed him at what point he was to get on to the line: whether he followed these directions or not on the morning of his death did not appear, but there was no doubt that he was killed by a passing train while proceeding along the line on his way to his work. The question was whether this accident arose "out of and in the course of his employment." The judge of the Newport County Court held as a fact that it did, and ROMER, L.J., thought that under the circumstances this finding ought not to be disturbed: this view will commend itself to many; the man's employment required him to pass along an unusually dangerous route, and although his work had not actually commenced, it does not seem unreasonable to hold that while so proceeding he was acting in the course of his employment. It would, however, have been a somewhat dangerous precedent, and doubtless attempts would have been made to extend it to more ordinary cases where a workman was injured by a street accident when on his way to work. A. L. SMITH and VAUGHAN WILLIAMS, L.JJ., held that, the accident having occurred in a place which was not the locality of the man's work, and over which the employers had no control, there was no liability in respect of it on the part of the employers. They distinguished the case mentioned in argument, by way of illustration, of a workman being injured when on his way through the factory of the employers to the particular part of the factory where his own work lies: in such a case the whole building would be under the control of the employers, and the whole court seemed to think that a claim for compensation would lie. In *Flowers v. Chambers* the same court unanimously decided that a workman who was injured while on board a ship which was being unloaded in a dock was not entitled to compensation as being employed "on, in, or about a dock" within the meaning of the Act. It would certainly have been straining the language of the Act to hold otherwise. A ship is obviously no part of a dock, and had the Act been intended to apply to work on a ship it would have been easy to express that intention.

SINCE THE case of *Boulter v. The Justices of Kent* (46 W. R. 114; 1897, A. C. 556) decided finally that justices at a licensing meeting are not a court of summary jurisdiction, strange results of that decision are being constantly discovered. Many of these results follow from the now undisputed principle that no *certiorari* can lie to such justices, as they do not constitute a court. The latest example of this is supplied by the case of *Reg. v. Nicholson*, heard before a Divisional Court a few days ago. From the facts proved in this case it appears that the respondent was a licensed victualler whose licensed house was pulled down by the corporation of Bolton, in order to carry out a scheme of local improvements. The respondent in consequence applied at special sessions, under section 14 of the Alehouse Act, 1828, for a transfer of this

licence to a new building. This section provides that, before such a transfer can be granted, certain notices must be given, but the provisions have been altered in this respect by section 40 of the Licensing Act, 1872. Notices of the intended application were, however, given under the provisions of the old Act, and the alterations effected by the later Act were (inadvertently, it is presumed) ignored. When the application came before the justices there was no opposition, and when the justices asked whether the proper notices had been given, they were assured that everything was in order. The transfer was accordingly granted. Subsequently a rule was obtained for a *mandamus* to the justices to hear the application according to law, on the ground that they had no jurisdiction to grant the transfer. It could not be disputed that the justices had acted without jurisdiction, as the giving of the proper notices was a condition precedent to their power to grant the transfer. If, then, the licensing justices had constituted a court, a *certiorari* might have been granted to bring up and quash the order they made without jurisdiction. But according to the recent decisions, *certiorari* will not lie in this case. The question then arises, Is it a proper case for *mandamus*? The court, with reluctance, held that it is not. If the question had been expressly raised before the justices whether or not the notices were regular, and the justices had wrongly decided that they were regular, they would be merely making a mistake in law. It can hardly be said that their fault was of a different nature where they decided wrongly that the notices were regular without any argument on the point. There is clearly a wide distinction between *hearing* a matter according to law, and *determining* according to law. It was argued that in this case the justices had not heard the application according to law. It appears, however, that there was no irregularity in the hearing; it was the determination which was not according to law. Therefore, the justices were merely wrong in their law, and error in law is no ground for a *mandamus*. If it were, every point of law decided by licensing justices might be reviewed by means of a *mandamus*, which would be a distinct innovation.

ONE OF the new bye-laws made by the London County Council, which came into operation last October, was impeached as to its validity this week before the High Court. The bye-law in question provides that "no person shall frequent and use any street or other public place on behalf either of himself or of any other person for the purpose of bookmaking or betting, or wagering, or agreeing to bet or wager with any person, or paying, or receiving, or settling bets." The appellant in the case of *White v. Morley* was convicted under the bye-law, subject to a case stated; the magistrate finding as a fact that he had "frequented" a certain street for the purpose of betting. It was not proved, however, that the appellant had ever been seen betting with more than one person at a time. It was therefore argued that the bye-law was *ultra vires*, as by section 23 of the Metropolitan Streets Act, 1867, the offence of betting in the streets is dealt with, and under that section there must be at least three persons assembled together before an offence has been committed. The section provides that "any three or more persons assembled together in any part of a street within the Metropolis for the purpose of betting shall be deemed to be obstructing the street," and each of them shall be liable to a penalty. The case stated raised the validity of the bye-law, and the court decided in favour of its validity, and affirmed the conviction. Now, it is to be noticed that the statutory provision is apparently aimed merely at obstruction. If a person were allowed to bet in a street without restriction, a crowd would certainly collect and traffic would probably be impeded. The statute, also, gives the police quite sufficient powers to deal with street betting so far as it is likely to cause obstruction; and no bye-law is required from this point of view. As far as the statute is concerned, however, a bookmaker may walk up and down a street, and bet with persons to any extent so long as he does not deal with more than one person at a time; and he may make a regular practice of this—and no doubt many persons do follow this practice. Apart from the bye-law, the position of such a bookmaker is made fairly secure by the Kempton Park

decision. It is just such a bookmaker that the bye-law is intended to hit, and, now that its validity has been upheld, does hit. The whole subject of the power of a local authority to make such a bye-law was very fully dealt with, just a year ago, by an exceptionally strong Divisional Court of seven judges in the case of *Kruse v. Johnson* (46 W. R. 630, [1898] 2 Q. B. 91). From this case it is plain that a large discretion is given by Parliament to representative bodies to decide whether or not anything which may be an annoyance should be considered a nuisance in the particular locality, and that this discretion will not lightly be interfered with by the High Court. Few probably will deny that it would be a very great evil if bookmakers were allowed constantly to use a certain street in order to carry on their calling. Street betting, therefore, seems to be a proper subject for the exercise of that large discretion, and the bye-law in question appears to be a reasonable one within the principle of the case above cited.

IT IS to be presumed that industrial and provident societies will not be slow to act upon the opinion expressed by the Lord Chief Justice in the recent case of *Jessop v. Huddersfield Industrial Society*, and where necessary, to alter their rules in accordance therewith. In the case under consideration, the plaintiff and another person preferred rival claims to a sum of money standing to the credit of a deceased member of the defendant society. The plaintiff having selected her own arbitrator, called upon the society likewise to name one, under rule 35 of its rules, whereby the society was required to name one arbitrator and the disputant another for the settlement of any dispute of the kind designated by the rules. The society having ignored the plaintiff's request altogether, notice was given to the society by the plaintiff that her arbitrator had, under the circumstances, been appointed sole arbitrator by virtue of section 6 (b) of the Arbitration Act, 1889. Ultimately, an award was given *ex parte* in the plaintiff's favour, in respect of which she obtained judgment in the county court, upon application made by her for that purpose, under section 49 (1) and (5) of the Industrial and Provident Societies Act, 1893. An appeal from this decision to the High Court was dismissed, the Divisional Court holding that the case might, having regard to the time that had elapsed since ineffectual application was made by the plaintiff to the society for a reference under its rules, be treated, not as a mere motion to enforce an award already made, but as a substantive application to hear and determine the matter in dispute under section 49 (5) of the Act of 1893. The Lord Chief Justice, moreover, stated in his judgment that, while he declined to decide whether the Arbitration Act, 1889, was or was not applicable to the case, he was clearly of opinion that the society had ample power by their rules to include or exclude the section of the Act which provided for an arbitrator acting as sole arbitrator when one party had failed to appoint a second arbitrator.

POSSESSION OF DOCUMENTS OF TITLE TO GOODS.

IN the recent case of *Cahn and Mayer v. Pockett's Bristol Channel Steam Packet Co. (Limited)* (47 W. R. 422) an interesting question arose as to the effect of the indorsement over of a bill of lading when the bill of lading has been sent to the indorser conditionally upon his accepting a bill of exchange for the price of the goods. In the case referred to, STEINMANN & Co., of Liverpool, on the 12th of July, 1897, contracted to sell to PINTSCHER, of Altona, ten tons of copper, to be delivered at Rotterdam or Hamburg, and to be paid for by PINTSCHER's acceptance at thirty days from the date of the bill of lading. The copper was shipped upon a steamship of the defendants. On the 27th of August, 1897, PINTSCHER sold ten tons of copper to the plaintiffs. On the 30th of August STEINMANN & Co. forwarded to PINTSCHER the bill of lading for the goods, enclosing at the same time their draft on him for his acceptance. PINTSCHER was then on the verge of bankruptcy. He did not accept the draft, but he retained the bill of lading and handed it to his banker to hand to the plaintiffs, and upon their paying for the copper the proceeds were to be credited to PINTSCHER's account at the bank, which was then overdrawn. This arrangement was carried out. The plaintiffs

paid cash against the bill of lading, and they took the bill in good faith without any notice that PINTSCHER had no authority from STEINMANN & Co. to deal with it in this manner. Before the arrival of the copper at Rotterdam PINTSCHER was insolvent, and STEINMANN & Co., claiming to stop the copper *in transitu*, gave notice to the defendants not to deliver it, at the same time agreeing to indemnify them. Under the above circumstances the price of the goods had gone to the bankers in reduction of PINTSCHER's overdrawn account, and it had to be determined whether the loss was to fall on STEINMANN & Co., who were unpaid vendors, or upon the plaintiffs, who were *bond fide* sub-purchasers for cash.

The effect of sending at the same time a bill of lading of goods and a bill of exchange for the price to be accepted by the purchaser was considered by the House of Lords in *Shepherd v. Harrison* (20 W. R. 1, L. R. 5 H. L. 116), and the result of the decision in that case is embodied in section 19 (3) of the Sale of Goods Act, 1893. The intention of the vendor, of course, is, that the retention of the bill of lading by the purchaser is to be conditional upon his accepting the bill of exchange, and in default in such acceptance he is not to be at liberty to use the bill of lading for the purpose of making any disposition of the goods. "I hold it to be perfectly clear," said Lord CAIRNS in *Shepherd v. Harrison*, "that when a cargo comes in this way, protected by a bill of lading and a bill of exchange, it is the duty of those to whom the bill of lading and the bill of exchange are transmitted in a letter either 'to approve or reprobate' entirely and completely then and there. If they accept the cargo and the bill of lading, and accept the bill of exchange drawn against the cargo, the object of those who shipped the goods is obtained. They have got the bill of exchange in return for the cargo, they discount it as they think proper, and they are virtually paid for the goods. But if, on the other hand, the persons to whom the bill of lading is sent do not refuse *in toto* the consignment of the goods, but keep the bill of lading and do not accept the bill of exchange, then the agents of the foreign shippers [*i.e.*, the purchasers] have neither the goods nor the money to deal with." Consequently, as LORD CAIRNS went on to point out, it was not necessary for the retention of the bill of lading to be made expressly conditional on the acceptance of the bill of exchange. This was a presumption arising out of the nature of the transaction, and, in the event of failure to accept the bill of exchange, any dealing with the bill of lading or with the goods would be wrongful as regards the vendor and would not pass the property in the goods. This result is now expressed as follows by section 19 (3) of the Sale of Goods Act, 1893: "Where the seller of goods draws on the buyer for the price, and transmits the bill of exchange and bill of lading to the buyer together, to secure acceptance or payment of the bill of exchange, the buyer is bound to return the bill of lading if he does not honour the bill of exchange, and if he wrongfully retains the bill of lading the property in the goods does not pass to him." Consequently, in the absence of the protection of the enactment about to be mentioned, the property in the goods will not pass to a sub-purchaser.

In the present case of *Cahn and Mayer v. Pockett's, &c., Steam Packet Co.* the sending of the bill of lading and the bill of exchange by the vendors, STEINMANN & Co., to PINTSCHER fell directly within this sub-section, and, so far, PINTSCHER, by reason of the non-acceptance of the bill of exchange, had no authority to deal with the bill of lading, and having no title to the copper himself, he could not confer a title upon the plaintiffs as sub-purchasers. But the matter has to deal with in connection with the provisions of the Factors Act, 1889, as extended by the Sale of Goods Act, 1893. Under section 2 (1) of the former statute, "where a mercantile agent is, with the consent of the owner, in possession of goods or of the documents of title to goods, any sale, pledge, or other disposition of the goods, made by him when acting in the ordinary course of business of a mercantile agent, shall, subject to the provisions of this Act, be as valid as if he were expressly authorized by the owner of the goods to make the same; provided that the person taking under the disposition acts in good faith, and has not at the time of the disposition notice that the person making the disposition has not authority to make the same." To under-

stand this enactment it is necessary to notice that by section 1 (2) of the same Act a person is defined "to be in possession of goods or of the documents of title to goods where the goods or documents are in his actual custody"; and to apply the enactment to the present case it is further necessary to notice that under section 25 (2) of the Sale of Goods Act, 1893, a buyer is put in the position of a mercantile agent so far as relates to the disposition of the goods in question. Thus it is provided that "where a person, having bought, or agreed to buy goods, obtains, with the consent of the seller, possession of the goods or the documents of title to the goods, the delivery or transfer by that person . . . of the goods or documents of title, under any sale, pledge, or other disposition thereof, to any person receiving the same in good faith and without notice of any lien or other right of the original seller in respect of the goods, shall have the same effect as if the person making the delivery or transfer were a mercantile agent in possession of the goods or documents of title with the consent of the owner." The reference to the Factors Act, 1889, is put beyond doubt by the express provision of sub-section 3, that in the section the term "mercantile agent" has the same meaning as in the Factors Acts.

The general effect of these enactments appears to be clear. Provided a mercantile agent—under which term is to be included a buyer—is in possession of the documents of title to goods with the consent of the owner, then he has full power to make a disposition of the goods in the ordinary course of business to a purchaser—in the case of a disposition by a buyer, to a sub-purchaser. The discussion in *Cahn and Mayer v. Pockett's, &c., Steam Packet Co.* turned upon the phrase "with the consent of the owner." Was there a consent to possession of the bill of lading by the buyer when he was only intended to have control of that document upon condition of his accepting the accompanying bill of exchange? At the trial of the action MATHEW, J., drew a distinction between the custody and the possession of the bill, and he considered that PINTSCHER held the bill of lading as agent for STEINMANN & Co. for safe custody only until he accepted the draft, and that until such acceptance he had no more than the custody with the consent of the seller. But this seems to be inconsistent with the definition already quoted from the Factors Act, 1889, under which actual custody is to be treated as possession. Assuming, then, possession of the bill of lading to have been in PINTSCHER it seems to follow, as the Court of Appeal held, that he had this possession with the consent of the vendors so as to entitle the sub-purchasers to the protection of the statute. The possession was intrusted to him upon the condition that he should accept the bill of exchange; that condition was not fulfilled and hence the possession became wrongful as against the vendors. But none the less the possession had passed by the voluntary act of the vendors, and the failure of the purchaser to perform the condition did not interfere with the fact of the consent and did not prevent the possession of PINTSCHER from being effectual to secure the protection of the statute for the sub-purchasers. The original possession of PINTSCHER was a lawful possession, and its lawful origin was not prejudiced by the retention of the bill of lading and the unauthorized dealing with it. By virtue of the statute the possession with the consent of the seller supplied the want of authority and the sub-purchasers obtained a good title. The difficulty, as COLLINS, L.J., pointed out, would have been avoided had the original vendors sent the bill of lading to their own agent instead of to the buyer direct.

H.R.H. the Duke of Connaught has intimated his intention of dining with the treasurer (Mr. Macaskie) and the benchers of Gray's-inn on the 5th of June being grand day in Trinity Term.

At the annual dinner of the Surveyors' Institution, on Wednesday, Sir Edward Fry, in responding to the toast of "The Bench and the Bar," said it was a proud thing to have belonged to a class of men who had won the respect of the people to such an extent as Her Majesty's judges, and he was not inclined to lessen the pride when he looked across the Channel. They saw the highest Court of France engaged week after week and month after month upon the Dreyfus case. His own impression was that if this question had been sent for trial before an English judge and jury they would have completed the case in one day, and the only doubt he entertained on the subject was whether his lordship would have been late for dinner. He believed his lordship would not.

REVIEWS.

EQUITY.

A COMPENDIUM OF MODERN EQUITY. INTENDED CHIEFLY FOR THE USE OF PRACTITIONERS IN THE CHANCERY DIVISION OF THE HIGH COURT OF JUSTICE. By ANDREW THOMSON, B.A., LL.D., Barrister-at-Law. William Clowes & Sons (Limited).

A melancholy interest attaches to this book. The entire text was printed in proof and—with the exception of four chapters—was ready for press in November of last year, but the sudden death of the author at the end of that month deprived the work of his last touches and has prevented him from seeing the fruit of his painstaking toil. The work necessary for completing the publication of the book has been performed by Mr. W. M. Crowdy. A glance at its contents will shew how great must have been the labour spent in compiling it; a closer inspection will convince the reader that the labour has resulted in a book of special utility. The subject was not new to the author. He had already traversed much of the ground in his previous work on the "Principles of Equity and the Equity Practice of the County Court," and to a certain extent the present work, as he himself said in the preface, is to be taken as a second edition of the earlier one. But the object of the work has changed and its scope has been enlarged. It now aims at stating the law administered in the Chancery Division of the High Court, and the principles of equity administered concurrently in all the branches of that court. It will still be available in a large measure as a guide in the county court, but the main design is to assist the practitioner in the High Court. The carrying out of this scheme has necessitated the examination of a vast body of law—how vast may be seen from the table of cases which, incorporating references to all the current series of law reports, extends to over one hundred pages; it is an examination which has been fruitful of good results. The law, so far as we have been able to judge, is stated accurately, and we can say with some confidence that the recent cases have been carefully collected. Take, for instance, the right to redeem. The validity of the various stipulations which mortgagees make in their own interest has been discussed a good deal recently, notably in *Biggs v. Hoddinott* (1898, 2 Ch. 321), and the whole matter is here well put within the compass of three pages. But the book is not one that calls for detailed criticism. It gives a faithful presentment of equity as that system is administered at the present day, and to the practitioner who wants to turn readily to the latest authorities on any given point it will be of the highest service. It is matter for keen regret that the author should not have lived to see the result of his labours.

LOCAL GOVERNMENT.

HADDEN'S HANDBOOK ON THE LOCAL GOVERNMENT ACTS, 1894-1897, FOR PARISH COUNCILS AND PARISH MEETINGS. FOURTH EDITION. By W. H. DUMSDAY, Barrister-at-Law. Hadden, Best, & Co.

We must take exception to the title of this book. "The Local Government Acts, 1894-1897," is a collective title which is unknown to lawyers; and as the work deals with the powers and duties of parish councils, and the Post Office (Guarantee) Act and the Parish Fire Engine Act, both of 1898, are therefore very properly included, it is not apparent why the author should suggest by his title that the book stops short with the end of the previous year. But the injudicious selection of the title does not affect the usefulness of the book; it forms a very complete guide to the powers and duties of the parish authorities set up by the Local Government Act, 1894. In the chapters with which the book commences those powers and duties are stated concisely, with an abundance of reference to the provisions of the statutes which are set out *in extenso* in the subsequent pages. These statutes include not only the Local Government Act, 1894, and the later Acts which have amended or affected it, but the whole mass of the Acts which are either incorporated in the Act of 1894 or bear on the powers and duties of the parochial bodies thereby created. Little less important than the statutes are the orders of the Local Government Board and other departments made under the Act of 1894: these also are included in the book. As the book is no doubt primarily intended for the use of parish councillors, it ought not, perhaps, to be criticized as if it were a text-book for lawyers: otherwise we should be inclined to complain of the lack of any serious attempt to point out or explain the many difficulties arising on the construction of the Act of 1894 and the incorporated Acts. But as the author states in the preface that "the effect of decisions in the courts has been carefully incorporated," we confess to a feeling of disappointment after a vain search (unaided by any table of cases) for references to well-known cases on the subject with which the book deals—such as, for instance, *Re Ross's Charity* and *Re Perry Almshouses*, which were reported (in the courts below) 1897, 2 Ch. 397, and 1898, 1 Ch. 391, and had been decided by the Court of

Appeal (reported 1899, 1 Ch. 21) some time before this book was published.

THE LAW RELATING TO PUBLIC LIBRARIES AND MUSEUMS AND LITERARY AND SCIENTIFIC INSTITUTIONS. By GEORGE N. CHAMBERS, Barrister-at-Law, and H. WEST NOVARGUE, Town Clerk of Eastbourne. FOURTH EDITION. Knight & Co.

The authors have brought into one volume of moderate size the statutes relating to public libraries and museums and literary and scientific institutions. This is perhaps the most valuable portion of their work from a lawyer's point of view; and its value would have been enhanced had there been more frequent cross-references between the statutes and the digest or commentary by which the statutory provisions are summarized and to a limited extent explained. Such case law as exists upon the subject of the book is collected in a place by itself; here again the want of cross-references is felt, and the index fails to make up for this deficiency. The authors have collected with great industry a number of police court sentences upon persons convicted of offences "in or about" libraries and similar institutions; these may serve some useful purpose, but it is difficult to see the advantage of recording in a book of this kind the sordid fact that a person "charged with stealing thirty-seven engravings was committed to gaol for one month with hard labour." A good feature of the book is the collection of forms of rules for libraries, clubs, and institutions, and of memoranda and articles of association for societies incorporated under section 23 of the Companies Act, 1867. Many of these will form useful working precedents, though they are not all germane to the subject of this particular book.

THE ELECTION OF GUARDIANS, DISTRICT COUNCILLORS, LONDON VESTRYMEN, AND AUDITORS UNDER THE LOCAL GOVERNMENT ACT, 1894; WITH THE RULES MADE THEREUNDER, AND ALL THE STATUTES REQUIRED DURING THE ELECTION. By F. ROWLEY PARKER, Solicitor and Parliamentary Agent. Knight & Co.

The contents of this book fully justify the claims made by its title. The law relating to the elections with which it deals is fully treated, and the constitution of the authorities is adequately dealt with; the reported cases are brought up to date; and the statutes and orders affecting the elections are set out *in extenso*. There is a good index. The book can be recommended to all concerned with elections under the Local Government Act, 1894. It will be observed that the book does not deal with the elections of parish councils. This subject has, we believe, been treated by Mr. Parker in a separate work.

WORKMEN'S COMPENSATION.

ACCIDENTS TO WORKMEN; BEING A TREATISE ON THE EMPLOYERS' LIABILITY ACT, 1880, LORD CAMPBELL'S ACT, THE WORKMEN'S COMPENSATION ACT, 1897, AND MATTERS RELATING THERETO. By R. M. MINTON-SENHOUSE and G. F. EMERY, Barristers-at-Law. Effingham Wilson.

Mr. Minton-Senhouse is not new to the subject of compensation to workmen. His work on the Employers' Liability Act, 1880, was published in 1892, and this, revised and re-written, forms the subject-matter of Part I. of the present book. That Act can hardly be said to have yet lost any of its importance, and the discussion of its principles which Mr. Minton-Senhouse has furnished is sufficient without being diffuse. The cases also are conveniently collected. Part II. sets out and annotates the Fatal Accidents Act, 1846, usually known as Lord Campbell's Act. Chief interest, however, attaches to the Workmen's Compensation Act, 1897, which forms the subject of Part III. In design the Act is simple enough. It marks, as the authors point out, a new departure in our law, inasmuch as it gives a right to compensation independent of any question of negligence on the part of the employer. It is, however, so hedged round with restrictions that it has furnished, and still promises to furnish, a bountiful crop of litigation. Future editions of the work may be expected to shew the results in numerous decided cases. For the present the authors have had to be content with offering their own explanation of the text and of the rules, and with giving such forms as are likely to assist the practitioner. This has been done adequately and clearly, and the book will be found a very convenient manual in practice.

BOOKS RECEIVED.

Concise Precedents in Conveyancing; with Practical Notes, and with Observations on some Acts Relating to Real and Personal Property, and on Compulsory Registration. By M. G. DAVIDSON, M.A., Barrister-at-Law, and S. WADSWORTH, M.A., Barrister-at-Law. Seventeenth Edition. Sweet & Maxwell (Limited).

The Conveyancing Acts, 1881, 1882, and 1882; the Vendor and Purchaser Act, 1874; the Land Transfer Act, 1897, Part I.; the Land Charges Registration and Searches Act, 1888; the Trustee Acts, 1888, 1889, 1893, 1894; the Married Women's Property Acts, 1882 and 1893; and the Settled Land Acts, 1882 to 1890; with Notes and Rules of Court. By EDWARD PARKER WOLSTENHOLME, M.A., Barrister-at-Law, One of the Conveyancing Counsel of the Court; WILFRED BRINTON, M.A., Barrister-at-Law, One of the Examiners of Title under the Land Transfer Rules, 1898; and BENJAMIN LENNARD CHERRY, LL.B., Barrister-at-Law. Eighth Edition. William Clowes & Sons (Limited).

The Common Form Draftsman. A Handbook of Queen's Bench Forms; being a Collection of Forms ordinarily in use in Proceedings in the Queen's Bench Division of the High Court of Justice; with Notes, Table of Stamps, and Index. By ERNEST EDWARD WILD, B.A., LL.M., and FRANK SHEWELL COOPER, M.A., Barristers-at-Law. Butterworth & Co.

Companies in France. The Law Relating to British Companies and Securities in France, and the Formation of French Companies. By THOMAS BARCLAY, Esq., LL.B. (Paris), Barrister-at-Law. Sweet & Maxwell (Limited).

Her Majesty's Judges, and Their Relation to Advocacy. By RICHARD HARRIS, Q.C. Waterlow Brothers & Layton (Limited).

CASES OF THE WEEK.

Court of Appeal.

HOLNESS v. MACKAY & DAVIES. No. 1. 6th May.

MASTER AND SERVANT—EMPLOYERS' LIABILITY—ACCIDENTAL INJURIES—ACCIDENT ARISING OUT OF AND IN COURSE OF EMPLOYMENT—WORKMAN INJURED ON HIS WAY TO HIS WORK—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), ss. 1, 7.

This was an appeal from an award of the judge of the Newport County Court in an arbitration under the Workmen's Compensation Act, 1897. The deceased workman was in the employment of a firm of contractors who had undertaken the work of widening the line of the Great Western Railway between Newport and Cardiff. He was walking from his home to his work along the line in a fog when he was run down by a train and killed at a few minutes before seven in the morning. The work upon which he was at the time engaged was that of ballasting a siding on the south side of the line, at a distance of 150 yards from the place where he was killed. The work was to commence at seven. The county court judge found that the accident arose out of and in the course of the employment of the deceased, and made an award in favour of the applicant, the widow of the deceased. The employers appealed.

THE COURT (A. L. SMITH and VAUGHAN WILLIAMS, L.J.J., ROMER, L.J.J., dissenting) allowed the appeal.

A. L. SMITH, L.J.J., said there two ways by which the workman might have gone from his home to his work, one of which involved crossing the main line, and the other did not involve crossing it. He was, in fact, killed on the main line. It was no part of his contract with his employers that he should go by one way rather than the other, neither had the employers any control over the place where he was killed. He had not reached the locality where his work was to be done, neither had the time for commencing work arrived. In his opinion the accident could not be said to have arisen out of and in the course of the man's employment. The case seemed to him to be analogous to that of a man meeting with an accident while going along a public highway to his work.

VAUGHAN WILLIAMS, L.J.J., was of the same opinion. He could not see anything in the nature of this particular employment which had the effect of extending its duration so that it could be said that this accident happened in the course of it. On the facts he thought that the employer was bound to obtain a licence for the workman to go upon the line so as to enable him to get to his work without being a trespasser, but he did not think that the employer was under any obligation to take care of the man while he was crossing the line.

ROMER, L.J.J., differed. He saw no reason for departing from the finding of the county court judge. The place where the man had to work was difficult of access, and he had to go upon the railway line, and it was necessary for him to obtain through his employers a licence to go upon the line. This licence was given by implication, and, in his opinion, the man's employment commenced when he began to act under the licence and cross the line. He thought that this case was not analogous to that of a man meeting with an accident on a highway while proceeding to his work, but was more like that of a man who was employed at work in a particular part of a quarry, and who was injured by an accident in the quarry while on his way to that part.—COUNSEL, *Rugg, Q.C.*, and *A. J. David; Montague Lush*, SOLICITORS, *W. Hurd & Son*, for *David & Evans*, Cardiff; *F. P. Jones-Lloyd*.

[Reported by F. G. RUCKER, Barrister-at-Law.]

PENNY v. WIMLETON URBAN DISTRICT COUNCIL AND ILES. No. 1. 4th May.

NEGLECTANCE—CONTRACTOR—PAYING ROAD—LOCAL AUTHORITY EMPLOYING CONTRACTOR—LIABILITY FOR NEGLIGENCE OF CONTRACTOR

—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), s. 150—PRACTICE—PAYMENT INTO COURT BY ONE DEFENDANT—VERDICT AGAINST BOTH DEFENDANTS FOR LESS SUM—R. S. C., XXII., 1, 6.

Appeal from the judgment of Bruce, J., on further consideration: reported in 42 SOLICITORS' JOURNAL, p. 593; 1898, 2 Q. B. 212. The action was brought to recover damages for personal injuries caused by the negligence of the defendants. The defendants, the Wimbleton District Council, had entered into a contract with the defendant Iles, who was a contractor, to pave a road in their district, not being a highway repairable by the inhabitants at large, under section 150 of the Public Health Act, 1875, the owner of the adjoining land having failed to comply with a notice requiring him to execute the works. The defendant Iles, in the course of carrying out the contract, trimmed the surface of the road and put the surface soil and grass in heaps on the side of the road. The plaintiff, while walking along the road after dark, fell over one of the heaps and was injured. There was no light or protection near the heap. The defendants delivered separate defences. Both denied liability, and Iles with a denial of liability paid £75 into court. The district council pleaded that Iles was an independent contractor and not their servant; they did not pay any money into court, but pleaded that "the defendant Iles, while denying liability, has paid into court £75, and these defendants say that sum is sufficient to satisfy the plaintiff's claim." The jury found a verdict for the plaintiff for £50 damages. The learned judge entered judgment for the defendant Iles, and upon further consideration he held that the district council were liable for the negligence of Iles, and that, having put in a separate defence, they could not avail themselves of the payment into court by Iles, and that therefore the plaintiff was entitled to judgment against them for £50 and costs, but as the £50 had been recovered from the defendant Iles, the judgment against the district council would be for costs only. The district council appealed.

THE COURT (A. L. SMITH, VAUGHAN WILLIAMS, and ROMER, L.J.J.) dismissed the appeal.

A. L. SMITH, L.J.J., said that the jury had found negligence, and assessed the damages at £50. As Iles had paid £75 into court, judgment was entered for him. The question then arose as to the position of the district council. The question whether they were responsible for the negligence of Iles had to be argued, and the learned judge held that the defence that Iles was an independent contractor failed. The defence of the district council broke down, and they had paid no money into court. Therefore they had no answer to the action against them. But as the £50 had been recovered from Iles, the plaintiff could not recover it twice over, and so the judgment was rightly entered for plaintiff for costs only. With regard to the question whether the district council were liable for the negligence of the independent contractor, Iles, Bruce, J., in his judgment, said that "the district council employed a contractor to do work upon the surface of a road which they knew was being used by the public, and they must have known that the works which were to be executed would cause some obstruction to the traffic, and some danger unless means were taken to give due warning to the public." He (the Lord Justice) agreed with that. The learned judge then laid down the law applicable thereto as follows: "The principle of the decision in *Pickard v. Smith* (10 C. B. N. S. 470), I think, is this, that when a person employs a contractor to do work in a place where the public are in the habit of passing, which work will, unless precautions are taken, cause danger to the public, an obligation is thrown upon the person who orders the work to be done to see that the necessary precautions are taken, and that, if the necessary precautions are not taken, he cannot escape liability by seeking to throw the blame on the contractor." He agreed with every word of that, but would add this qualification: except in the case of acts of negligence which are merely casual or collateral acts, such as dropping a hammer on someone, or leaving a pickaxe in the road over which a person might stumble. Leaving a heap of soil unlighted and unfenced in the road was not a casual or collateral act of negligence. Collecting the soil into heaps was an act which would necessarily be done in the execution of the work. The judgment was therefore right.

VAUGHAN WILLIAMS and ROMER, L.J.J., concurred.—COUNSEL, *Macmorran, Q.C.*, and *G. T. Giles; Lord Coleridge, Q.C.*, and *A. W. Dunn*, SOLICITORS, *W. H. Whitefield; S. A. Jones*.

[Reported by W. F. BARRY, Barrister-at-Law.]

High Court—Chancery Division.

Re THE VIOLET CONSOLIDATED GOLD MINING CO. (LIM.). Re COMPANIES ACT, 1862. Kekewich, J. 6th May.

COMPANY—RECTIFICATION OF REGISTER—VOLUNTARY WINDING UP—NOTICE HELD TO BE BAD—INTERLOCUTORY INJUNCTION—REFUSAL TO REGISTER TRANSFERS OF SHARES—COMPANIES ACT, 1862, ss. 35, 131.

This was a motion on behalf of transferees of shares in the Violet Consolidated Gold Mining Co. (Limited) asking for an order directing the company to register the transfers to them. The circumstances under which the order was asked for were rather peculiar, and were as follows: On the 7th of February, 1899, notice was given by the company that an extraordinary general meeting would be held on the 16th of February, 1899, to consider, and, if thought fit, pass resolutions, *inter alia*, for the reconstruction and winding up of the company, and proposing a scheme of reconstruction. This meeting was duly held and the resolutions carried. Subsequently notice was given of another general meeting to be held on the 3rd of March, 1899. This meeting was also duly held, and resolutions

passed confirming the scheme of the meeting of the 16th of February. It appeared that some of the directors were interested in underwriting the debenture issue under that scheme, and that this fact had not been disclosed by the notice of the 7th of February. On the 11th of April the court was moved on behalf of a shareholder who had not been present at the meeting of the 16th of February, and an interlocutory order asked for restraining, until the trial of the action, the directors of the Violet Consolidated Gold Mining Co. (Limited) and the company from carrying into effect the resolutions passed and confirmed at the meetings held on the 16th of February and the 3rd of March. The court held that the notice of the 7th of February was bad, and granted the injunction asked for. No appeal was brought against this order on several grounds, and especially because it was considered advisable to explain some of the circumstances by *visu voce* evidence in open court. The directors refused under the circumstances to register the transfers referred to, on the ground that in consequence of the interlocutory injunction there was a deadlock, it being uncertain, until the action was tried, whether there was a winding up in existence or not. The shares of which it was now attempted to register the transfers were, it appeared, fully paid up, and the transfers had all, with the exception of one which had been made subsequently, been made prior to the commencement of the voluntary winding up. On behalf of the applicant it was contended that the transfer should be registered, inasmuch as owing to the interlocutory order the company was not being wound up, and, it was urged, that as the applicant was willing to undertake not to deal with the shares until the action was brought to trial and judgment delivered, settling finally the question as to whether a valid winding up was taking place, no harm would be done by ordering the transfers to be registered, if eventually it should be held that a valid winding up was now proceeding. The opponents' contention was that the interlocutory order only had the effect of staying for a time the winding up, and was not in any sense a final judicial decision as to whether a valid winding up was proceeding, and that registration ought not to be ordered until it had been finally decided whether the company was being wound up or not.

KEKEWICH, J.—The application now before me is made under the 35th section of the Companies Act, 1862, which provides that, "If the name of any person is, without sufficient cause, entered in or omitted from the register of members of any company under this Act . . . the person or member aggrieved . . . may . . . apply for an order of the court that the register may be rectified." If I am not satisfied that the names of the applicants were omitted from the register without sufficient cause, I have no jurisdiction to make any order. Assuming that I have jurisdiction to make the order at all, it appears to me that the jurisdiction applies equally to shares where the transfers were made before the commencement of the winding up, or possible winding up, and to those where the transfers were executed subsequently to that date, and that no distinction ought to be made between the two classes. The name of the transferee in the present case is not omitted because the directors ought to have registered the transfers before now, but because they refuse to register them now. They refuse on the ground that there was a resolution, duly confirmed by a meeting, passed for the winding up of the company. It is, they say, "of course quite true that a judge has expressed his opinion on the facts before him in an interlocutory application that the resolution was neither a proper one nor binding on the company, and that no winding up can take place unless a new resolution is passed and confirmed in the usual way, but there has been no final judicial declaration to that effect. It may well be that other facts may be brought before the court, and upon those other facts the court, whether the same court as it originally was, or some other court, may very possibly find that there was a winding up, and if this were to be the case it would be quite correct and proper to say that the company is being wound up to-day, on this 6th of May, 1899." That, in short, is the position taken up by the directors. It is said in answer to this that if these transfers are not registered injustice will be done to those who have paid or are bound to pay for their shares; and, further, that the registration if made cannot possibly do any mischief inasmuch as it would be void under section 131 of this (the Companies) 1862 Act, if it is ultimately decided that the company is in liquidation now at the date of the order. I am thus brought face to face with the question whether the court ought, if it has the power, to direct registration of these transfers, being well aware that the registration may within a reasonable time not merely be declared to be bad, but may even be bad by force of the statute. Is the registration being defeated "without sufficient cause" when the possible result is what I have just stated, and considering also the fact that the directors can honestly say that they are fighting the action and intend to do their best to establish in a court of law their contention that there is a valid winding up of the company proceeding. I am extremely reluctant to perpetuate a deadlock of this nature, but I think I am bound to answer both these questions in favour of the directors. I do not see how I can say they are committing the wrong of refusing to register "without sufficient cause." Moreover, I do not think that the court should as a rule do that which it sees might in a very possible event turn out to be void. Of course, if I thought, and was satisfied as a matter of law, that it would not be void because this was a mere idle contention, and the directors were keeping up this litigation dishonestly and for an improper purpose, that would be quite another matter, but it is impossible for me to shut my eyes to the fact that it is very possible that there may be new facts and new arguments which may materially alter the aspect of the case. No doubt considerable inconvenience may be caused to many parties, but I do not think I ought to allow any consideration of that sort to induce me to do that which does not appear to me to fall within the statutory jurisdiction of the court, or the discretionary exercise of it. Application refused accordingly.

Leave to appeal granted. Direction that the applicants, if they appealed, but not otherwise, should pay the costs of the present application.—COUNSEL, T. R. Warrington, Q.C., and F. Gore Browne; W. C. Renshaw, Q.C., and Austin Cartmell. SOLICITORS, N. Herbert Smith; Fox, Ledsham, & Blount.

[Reported by C. C. HENSLEY, Barrister-at-Law.]

NEWMAN v. MAXWELL AND ANOTHER. Kekewich, J. 28th April.

VENDOR AND PURCHASER—LESSOR AND LESSEE—LESSOR PURCHASING LESSEE'S INTEREST—CONTRACT—COMPLETION OF CONTRACT—COVENANT BY LESSEE TO INSURE.

This case raised an important point in the law of vendor and purchaser, as to whether, in a contract between a lessor and his lessee for the lessor to purchase the lessee's interest (no time being fixed for completion), the lessee is bound to keep up the insurance of the property after the contract. The facts were shortly as follows: The plaintiff in this action was entitled under a lease granted by the Vicar of Islington for the residue of the then unexpired term of eighty-eight years from the 25th of December, 1818, to certain messuages in Islington, and the defendants, Walter Maxwell and Emily Powell, were, as executors of Ann Sarah Powell, entitled as joint tenants under a sub-lease granted by the plaintiff's predecessors on the 23rd of December, 1820, for the residue then unexpired of eighty-six years and one quarter, less five days, from the 29th of September, 1820, to a portion of the hereditaments comprised in the lease of 1818 granted to the plaintiff's predecessors. On the 28th of January, 1898, the following agreement was entered into between the plaintiff and the defendants, reduced into writing, and the letters exchanged between the parties: "January 28th, 1898. Dear Sir,—I agree to pay you £825 for the property, Nos. 77, 79, and 81 in Liverpool-road, and Nos. 1 to 10, Cloudeley-place, after you have collected the rents of Lady-day next. The agreement to settle to be mutually agreed, I having the right to collect all rents after Lady-day.—Yours faithfully, H. M. Newman. W. Maxwell, Esq. P.S.—If not settled by the 30th of April next the interest to be 3 per cent. until completed on the said £825, the purchase-money for the whole of Mr. Maxwell's interest in the property." "28th January, 1898. Dear Sir,—I have this day agreed to accept the sum of £825 after collecting the rents due for Lady-day next (25th March, 1898) for the property Nos. 77, 79, and 81, Liverpool-road, and Nos. 1 to 10, Cloudeley-place, you to have collection of rents after Lady-day, and will send you all information respecting the above, and inform tenants of the change of owner.—(Signed) Walter Maxwell. The date of settlement to be mutually agreed; if not settled by the 30th April next, interest at the rate of 3 per cent. to be paid after that date on the £825." The premises referred to in these letters were those erected and standing on the plot demised by the lease of the 23rd of December, 1820, and that lease contained a covenant by the lessee to keep "all the buildings now and hereafter to be erected on the said piece or parcel of ground insured to the full value thereof, or of so much as can be destroyed by fire," as well as the usual covenants on the lessee's part, but no covenant to expend the sum recovered for insurance on rebuilding or restoring. On the 15th of March, 1898, the plaintiff's solicitor wrote to the defendants' solicitors asking for an abstract of title, which was delivered to them on the 26th of March, and on the 12th of May the defendants' title-deeds were examined and compared with the abstract by the plaintiff's solicitor. No requisitions were made as to the title and nothing was said with regard to insurance. The plaintiff, who owned other adjacent property held under leases which expired on the same day as the head lease of 1818—namely, the 25th of December, 1906, was negotiating with the Ecclesiastical Commissioners (who were the reversioners) for a renewal of all the leases, and ultimately succeeded in obtaining from them a fresh lease of all the property for forty years from the 24th of June, 1897. These negotiations, as he alleged, caused some little delay in his completing the contract of the 28th of January, 1898, with the defendants. A correspondence took place with reference to this delay between the solicitors to the parties. And on the 12th of September the plaintiff's solicitor wrote to the defendants' solicitor enclosing a draft assignment and asking for an account of rents collected by the defendants subsequently to the 25th of March, "which according to the contract belonged to the purchaser." The defendants demurred to this being the case, and said that the agreement to receive 3 per cent. interest instead of the rent was made on the assurance that there would be no delay. Further correspondence took place between the parties, and on the 4th of October part of the premises comprised in the contract were burnt down. As to a portion of the property destroyed by fire the loss was fully covered by insurance, but one building erected in the rear of 81, Liverpool-road, which was partially burned down, was only insured to the amount of £200, which was not its full value, and there was a conflict of evidence as to whether the sum of £200 would cover the partial loss incurred, the defendants' witnesses placing it at about that figure, and the plaintiff's witnesses at about double that amount. There was also a conflict as to whether the structure was a building within the covenant to insure as it consisted of wooden stagings (within the brick walls) on which planks were placed, forming loose floors, which were used as storerooms for building materials. The insurance company were willing to pay £200, the full amount of the policy of insurance. The defendant Emily Powell did not sign the agreement of the 28th of January, 1898, but the draft assignment of the property was read and approved by her solicitors on her behalf. The defendants were willing to complete the sale and that the insurance money and the rents from the 25th of March, 1898, should be paid to the plaintiff, but denied further liability. On the 12th of November, 1898, the plaintiff issued the writ in this action, and on the 8th of December, 1898, delivered his statement of claim, by which he asked: (1) For specific performance by the defendants of the

agreement of the 28th of January, 1898; (2) payment by the defendants of £200 in addition to the sum of £200 insurance moneys by way of damages for breach by the defendants of the covenant by the underlessees contained in their underlease to insure the premises destroyed to the full value thereof; or alternatively, (3) a declaration that the underlease had been forfeited by the said breach by the defendants of the said covenant to insure against fire, and possession of the demised premises. On behalf of the plaintiff it was contended: First, that he was entitled to sue on the covenant; second, that the covenant to insure ran with the land: *Ex parte Gourley, Re Barker* (13 W. R. 60), *Fernon v. Smith* (1 Barn. & Ald. 1); third, that the insurance effected by the defendant was not for the full value of the property; fourth, that the contract of the 28th of January, 1898, did not merge the covenant to insure: *Attorney-General v. Cox* (3 H. L. Cas. 240). It was also contended that the case of *Dowson v. Solomon* (1 Drew & Smale, 1) did not apply, as there the question was whether the vendor was bound to preserve the property, and did not deal with the question as to whether anything had happened to prevent the plaintiff enforcing a covenant to insure. It was not the case that the purchaser was here in possession, as his receiving the rents was merely a matter of account between the parties. The purchaser, therefore, could not be liable on the covenant to insure or to indemnify the vendors who were in possession. There was no date fixed for the completion of the contract. [KEENEWICH, J.—Nothing depends on the question whether the 30th of April was of the essence of the contract.] The point of law to be decided was whether, when there is a contract between lessor and lessee for the former to purchase the latter's interest, the lessee is liable until completion to keep up insurance after the contract. For the defendants it was contended: First, that the covenant was to insure buildings, and this was not a "building"; second, that they were not liable to the plaintiff after the date of the contract. The agreement to pay was substituted for the liability of the sub-tenants for repairing, &c., and it was intended that the sale should release the defendants from all the burdens of the underlease. That from the date of the sale the plaintiff took upon himself the position of owner, claiming the rents, and as such practically took possession; and but for his default the completion would have taken place by the 30th of April. That the title was accepted by June. That the defendants were only trustees, and their liability was laid down by *Kindersley, V.C.*, in the case of *Dowson v. Solomon* (1 Drew & Smale, at pp. 1-8), to the effect that they were only bound to insure to the date fixed for completion as an outgoing, and that afterwards the only question arising is whether they are bound to give notice to the purchaser that the insurance is expiring.

KEENEWICH, J.—In the opinion which I have formed on this case we have to a very large extent been engaged in an academic discussion, but there are many points that have arisen with which it is necessary for me to deal. The first question which arises is whether or no the so-called timber staging was a "building" within the covenant of the lease. This point I am unable to decide upon the present evidence. It is purely a question of the contract contained in that lease binding the lessee to insure all the buildings standing on the land or to be erected thereon, and I have not a scrap of evidence as to what the nature of all those buildings was. Then again, unfortunately, the insurance policy does not in any way help me. As a matter of fact it expired on the 25th of March, 1898, and could not even be sued on. I confess that my present impression is that this structure was a building, but if that question were an essential one for me to decide I should have to request further evidence on that point to be placed before me. Assuming, then, that this was a building, the second question arises whether the plaintiff could sue on that covenant. The case of *Dowson v. Solomon* was not near this case, but it is valuable, inasmuch as we find in it an exposition of the principle of the law laid down by a very learned judge, the principle being that the vendor is, after the acceptance of the contract, in the position of trustee for the purchaser and is bound to take reasonable care of the property comprised in the contract, but that of course, arises from the positions of vendor and purchaser. In the case of *Phillips v. Silvester* (21 W. R. 179, L. R. 8 Ch. 173) it was laid down that in a vendor and purchaser contract, assuming there to be no ground on either side for simply setting it aside, the vendor who remained in possession became, from the time of the acceptance of the contract, "a trustee in possession for the purchaser," and as such "bound to do those things which he would be bound to do if he were a trustee for any other person." I think it is a pity that *Phillips v. Silvester* was not reported on further consideration, for the very large sums recovered by the purchaser in that case shew what a very stringent position the vendor is placed in. Here the purchaser is suing in equity to enforce the covenant. There has been no breach of this covenant to insure, except so far as the amount is concerned. No time was fixed for the completion of the contract, and the period had not arrived when the vendor could say that the policy, so far as he was concerned, had lapsed, and the liability to insure was shifted on to the purchaser. I think that in this respect the present case is covered by the decision of *Kindersley, V.C.*, in *Dowson v. Solomon*. Here, oddly enough, the lessor is the purchaser and the lessee is the vendor, so the case arises, put by *Kindersley, V.C.*, at p. 11 of 1 Drew & Smale, of the purchaser knowing of the covenant. Then the question arises, How far has this covenant been broken? Did the vendors insure up to the full value of the property? On the facts it is obvious that they did not, because the insurance office paid the full amount due on the policy of insurance, for what was only partial damage to the property. That, however, is immaterial here inasmuch as the purchaser is suing on the covenant for damages. Here, then, I must act as jury and endeavour to cut the knot as best I can. I do not think that, taking all the circumstances of the case into consideration, the exact amount which the insurance office paid comes in. It is common knowledge that a large insurance office does not haggle over five or ten pounds, and

it may well be that in this case they have paid the round sum of £200 for damages, which, if accurately calculated, may have only amounted to £195 or £196. Taking it all in all, I think that the £200 paid by the office may be fairly regarded as the amount due to Mr. Newman, the plaintiff, and that he is fortunate to get it. Consequently he gets nothing here. There will, therefore, be a declaration that the contract ought to be specifically performed with liberty to apply. Judgment for the defendants on claim for damages with costs of action.—COUNSEL, *Warrington, Q.C.*, and *E. Brodie Cooper; W. Renshaw, Q.C.*, and *Martelli*. SOLICITORS, *F. Harold Edwards; Whittington, Son, & Barham*.

[Reported by C. C. HENSLEY, Barrister-at-Law.]

High Court—Queen's Bench Division.

MATHER v. LAWRENCE. Div. Court. 3rd May.

ELEMENTARY EDUCATION ACT, 1876, ss. 6, 47—DOMESTIC EMPLOYMENT OF CHILD—"LABOUR FOR THE PURPOSES OF GAIN."

This was a special case stated by two justices of the County of London. The respondent was charged with an offence under section 6 of the Elementary Education Act, 1876, which provides that "every person who takes a child into his employment in contravention of this Act shall be liable on summary conviction to a penalty not exceeding 40s. The following facts were proved: the respondent worked as a venetian blind painter. His family consisted of his wife, two sons aged 21 and 18 years who lived at home with their parents, and went out to work, a daughter, Edith, between 13 and 14 years of age, and two younger children. The respondent's wife at times went out to work, for which she received an average wage of 10s. a week, and in order to enable her to do so the respondent kept his daughter Edith at home during the whole of the day from the 7th of November to the 16th of December, 1898, and during such time she was occupied under the respondent's directions in doing the housework and in preparing the meals of the family. Edith Lawrence had not obtained a certificate as provided by section 5, sub-section 2, of the Act, nor did she come within the exception in that sub-section or in section 9 of the Act. If Edith Lawrence had been sent to school during the time which she was so occupied as aforesaid the respondent's wife would not have been able to earn any money by going out to work. It was contended for the appellant that the respondent employed his daughter for the purposes of gain, inasmuch as he made use of her services at home for the purposes of enabling his wife to earn money, and that, therefore, he came within section 47 of the Act, which enacts that "a parent of a child who employs such child in any labour exercised by way of a trade, or for the purposes of gain, shall be deemed for the purposes of this Act to take such child into his employment." The justices dismissed the information. The respondent did not appear on the appeal.

THE COURT (DARLING and CHANNELL, JJ.) dismissed the appeal.

DARLING, J., having referred to the sections of the Act set out above, said that the justices were right in refusing to convict. The object of section 47 was no doubt to prevent an evasion of section 6 by parents, but what sections 6 and 47 struck at was some direct employment of a child resulting in a direct gain to the employer. It was true that what the child did in this case enabled someone else—namely, the respondent's wife, to be employed for gain, but it did not follow from that that the child was employed for the purpose of gain. It was to be remarked that the parent had made himself liable to penalties for not sending his daughter to school. It was said that those penalties were inadequate in a case such as this. That was, however, a matter for the Legislature, and not for the court.

CHANNELL, J., concurred. He thought that section 47 was framed expressly to exclude from its operation the domestic employment of children. Appeal dismissed.—COUNSEL, *Marchant*. SOLICITOR, *C. E. Mortimer*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

THE QUEEN v. DAVEY AND OTHERS. *Ex parte* BISHOP.

Div. Court. 2nd May.

PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. C. 55), s. 124—INFECTIOUS DISEASES—ORDER FOR REMOVAL OF PERSON SUFFERING—POWER OF JUSTICES TO HEAR EVIDENCE.

In this case a rule nisi for a mandamus had been obtained calling upon justices to shew cause why they should not state a case for the opinion of the court upon the hearing of an information preferred by W. F. Bishop, Inspector of nuisances to the Margam Urban District Council, against Mary H. Skyrme, for that she, on the 30th of December, 1898, did obstruct the execution of an order of a justice, based on the certificate of a duly certified medical practitioner, for the removal of Ada O. Skyrme, a daughter of the defendant, then suffering from scarlet fever, and being then without proper lodging or accommodation, to a suitable hospital. The information was preferred under section 124 of the Public Health Act, 1875. At the hearing of the information it was proved that on the 6th of December, 1898, the defendant, at the suggestion of the medical officer of health, allowed her child to be removed to the Infectious Diseases Hospital of the Margam Urban District Council, that the child remained there until the 28th of the same month, and that on the latter date the defendant went to the hospital and carried her child home as she was not satisfied with the way the child was treated there, she alleging that the hospital was not properly managed and that one of the attendants was drunk. It was also proved that the accommodation provided at the home of the defendant was sufficient, and that the defendant had no notice of

the intended application for an order for the removal of her child, and that she obtained a medical certificate that there was no danger of infection. It was argued for the complainant that the bench had no right to go behind the order of the magistrate for the removal, and had no right to inquire into the validity of the order or to inquire whether there was a proper hospital. The majority of the justices, however, found as a fact that there was no suitable hospital for the reception of the child provided within the district, and that the defendant had provided proper lodging and accommodation, and they therefore dismissed the summons. They declined to state a case. In support of the rule it was contended that the justices could not go behind the order and inquire into the facts on which the order was made, and the following cases were cited: *Booker v. Taylor* (Times, Nov. 21st, 1882), *White v. Redfern* (5 Q. B. D. 15), *Vintner v. Hind* (31 W. R. 198, 10 Q. B. D. 63), and *Waye v. Thompson* (33 W. R. 733, 15 Q. B. D. 342).

THE COURT (DARLING and CHANNELL, JJ.) discharged the rule.

DARLING, J., in giving judgment, after stating the facts, said that *Booker v. Taylor*, which was decided *ex parte*, bound the justices to say that they could not inquire into the facts on which the order had been made. That decision was right, and the justices could not go behind the order. The object of the Legislature was to protect the public from infectious diseases, and if persons could obstruct and delay the operation of the order that object would be defeated. It was intended to give a summary remedy. The justices were therefore wrong.

CHANNELL, J., in agreeing, said that as a general principle an order could not be made *ex parte* affecting the property or person of anyone, but circumstances sometimes arose under which Parliament intended that it should be done, as in the case of unsound meat. This case of removing an infectious person was obviously of the same character. It was intended that a magistrate on satisfying himself as to the facts should make the order, and then it was necessary to act promptly, and an offence was committed if a person wilfully disobeyed the order. Though *ex parte* orders were often made on insufficient grounds, the justices could not go behind such an order as this one. If the circumstances were such that it was clear that the medical officer ought not to have procured an *ex parte* order, it might be that the remedy would be by *certiorari* or by writ of *habeas corpus*, but the justices could not go behind the order. The learned judge did not think that the court was bound to send this case back to be stated. They had a further discretion. Where justices had acquitted a defendant in a case where only a nominal penalty should have been imposed it was not worth while to call on them to state a case, and therefore the rule would be discharged. Rule discharged; no order as to costs.—COUNSEL, S. T. Evans; W. C. Ryde, SOLICITORS, Sharpe, Parker, & Co., for Cuthbertson & Powell, Neath; Bell, Brodrick, & Gray, for T. J. Hughes, Bridgend.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

MOSS (Appellant) v. HANCOCK (Respondent). Div. Court. 18th April; 6th May.

CRIMINAL LAW—LARCENY—RESTITUTION AND RECOVERY OF STOLEN PROPERTY—CURRENT COIN OF THE REALM—LARCENY ACT, 1861 (24 & 25 VICT. c. 96), s. 100—SUMMARY JURISDICTION ACT, 1879 (42 & 43 VICT. c. 49), s. 27 (3).

Special case stated by justices. The facts of this case, as set out in the reserved judgment of the court, were as follows: The prisoner, a butler in the service of the respondent, was convicted of having stolen from his master a £5 gold piece, presented by the Goldsmiths' Company to the respondent in the Jubilee year, 1887, the year of its date. The gold piece had been kept in a cabinet until November, 1898, when it was stolen by the prisoner, and had never been in circulation. The appellant was a dealer in new and second-hand clothes, jewellery, and other articles; and the prisoner changed the gold piece with the appellant's son in the appellant's shop for five sovereigns. Upon the prisoner's conviction the justices found that the £5 gold piece stolen by the prisoner was the respondent's property, and they made an order for its restitution to the respondent, acting under the Larceny Act, 1861 (24 & 25 VICT. c. 96), s. 100, and the Summary Jurisdiction Act, 1879 (42 & 43 VICT. c. 49), s. 27, sub-section 3. It was admitted during the argument that the gold pieces of the issue to which this one belonged were by royal proclamation constituted current coin of the realm; and for the appellant it was contended that the order for restitution was therefore wrong. By section 100 of the Larceny Act, 1861, it is provided that, on the prosecution to conviction of a thief, the court may order the restitution of the things stolen to the prosecutor, and, among other stolen things, may order the restitution of money. It was contended that no such restitution could be ordered of money, unless it were money in a bag. The following authorities were cited during the arguments: *Holiday v. Hicks* (Cro. Eliz. 638, 661), *Hale's Pleas of the Crown* (p. 542), *Miller v. Race* (Smith's L. C. 10th ed., p. 447), *Clarke v. Shee* (Cowp. 197), *Reg. v. Horan* (6 Ir. R. C. L. 293), *Scattergood v. Sylvester* (15 Q. B. 506), *Vilmon v. Bentley* (L. R. 12 A. C. 471), *Horwood v. Smith* (2 T. R. 750), *Reg. v. Hassall* (9 W. R. 708, 30 L. J. M. C. 175), *Taylor v. Pinner* (3 M. & S. 562), *Re Hallett's Estate* (28 W. R. 732, 13 Ch. D. 696).

THE COURT (DARLING and CHANNELL, JJ.), having reserved judgment, dismissed the appeal.

DARLING, J.—Section 100 of the Larceny Act, 1861, distinctly applies to money; and long before this it was stated in *Hale's Pleas of the Crown*, p. 542: "So if money be stolen, and the thief taken, and the money seized, he (that is, the true owner) shall have restitution of the money." In *Miller v. Race*, Lord Mansfield says: "In the case of money stolen the true owner cannot recover it after it has been paid away fairly and honestly upon a valuable and bona fide consideration; but before money has passed in currency an action may be brought for the money itself." In the

present case it was plain that the mere fact that the stolen gold piece was money would not render it unfit for the application to it of an order for restitution. The question was whether by the manner of dealing with it which the thief adopted the gold piece passed in currency. The exchanging of a coin for other coins is not conclusive proof that the exchanging was that of dealing with current coin on both sides. Many coins which have not been formally withdrawn from currency have a price far beyond their denominated value by reason of their antiquity or rarity or for their beauty of design. Was this gold piece passed in its character as coin of currency, or was it rather the subject of a sale as an article of vertu? It was stated in the course of the argument that this piece was of somewhat greater value than that of its denomination, and so was worth more than the five pieces given for it. Upon the facts stated he, the learned judge, came to the conclusion that this gold piece never passed in currency, though it was the subject of a sale, as a medal might have been, to a dealer in old or curious things; and, therefore, the magistrates acted within their powers in making an order for its restitution.

CHANNELL, J., in delivering a written judgment to the same effect, said that he must infer from the facts that the thief did not pass the coin as current money, but sold it for £5. If the coin had been dealt with and transferred as current coin of the realm for goods purchased or in satisfaction of a debt, no doubt the property would have passed to the appellant, but the operation of the statute was to revert in the prosecutor, on conviction of the thief, the property in the thing stolen, notwithstanding that the property in it had passed effectually to a transferee as by sale in market overt. The effect of section 100 of the Larceny Act, so far as money is concerned, is limited to cases where the money stolen or the proceeds of it are found on the thief or in the possession of someone taking from him otherwise than by the money passing as currency. Appeal dismissed.—COUNSEL, Firminger and E. Bowen Rowlands; Bezzall, SOLICITORS, Plumbridge & Meaden, Brighton; T. A. Goodman, Brighton.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

Solicitors' Cases.

Re L.—North, J. 21st April.

SOLICITOR—COMMON ORDER TO TAX—DISCLAIMER OF RIGHT TO COSTS.

This was a motion for leave to issue a writ of attachment. It appeared that L. had acted as solicitor for James Moxon over a period of forty years and had been in the habit of sending in his bills for professional services at stated intervals up to November, 1889, when his last bill was delivered. Since that date L. had been employed as solicitor for Moxon on several occasions and especially on the sale of some freehold properties in 1892, but he had sent in no bill of costs. In the year 1891 the client Moxon had lent L. the sum of £400, and this loan had never been repaid. Moxon made repeated applications to L. for the delivery of his bill of costs, but no such bill was ever delivered, L. denying the existence of any debt due to him from Moxon, and stating that if such a debt ever had existed, it was now barred by the statute. On the 23rd of December, 1898, Moxon obtained the common order for delivery of a bill of costs and taxation against the solicitor, but no bill was delivered within the stated period, and Moxon now moved for leave to issue a writ of attachment. For Moxon it was said that L. had set off his bill of costs as against the money lent by Moxon in 1891, and that the bill of costs could not be for as large a sum as the amount lent. The solicitor was bound to deliver his bill of costs and his cash account. He could not get out of this liability by abandoning his claim for costs. For the solicitor it was argued that no such bill of costs was in existence, and all right to the costs was disclaimed. The solicitor could not be compelled to deliver a bill of costs when he claimed none.

NORTH, J.—The solicitor cannot get out of delivering the bill by paying costs out of money belonging to the client in his hands, and then saying that no costs are due to him from his client. The defendant admits that he did work for which he might have claimed, and that he has not been paid on account of this work and refuses to send in a bill of costs now. His right to receive costs on account of this has been abandoned, and the sum in his hands ought to be paid over without any deduction for costs or for remuneration for work done. After such a disclaimer on the part of the solicitor, he could not, under the common order to tax, be compelled to give an account of all the monetary transactions between him and his client independently of costs due from the client. If an affidavit is made by the solicitor to the effect that he has not been paid anything on account of work done since his last settled account, and that he refuses to make any claim for such work and abandons the right to receive costs in respect thereof, I shall make no order except that the solicitor is to pay the costs of this motion.—COUNSEL, F. Whinney; J. Ashton Cross. SOLICITORS, A. S. C. Doyle, for J. E. Moxon, Hanley; Mills, Curry, & Gaskell.

[Reported by J. H. DAVIES, Barrister-at-Law.]

Winding-up Cases.

Re MUTOSCOPE AND BIOGRAPH SYNDICATE (LIM.). Wright, J. 3rd and 5th May.

COMPANY—WINDING UP—DISTRIBUTION OF SURPLUS ASSETS—FULLY-PAID AND PARTLY-PAID SHARES.

This was an application by the Liquidators of the syndicate for the direction of the court as to the manner in which the surplus assets of the syndicate were to be distributed. The syndicate was registered on the 31st

of July, 1897, with a capital of 60,000 shares of £1 each. Of these 26,000 were vendors' shares and were issued as fully-paid up. 30,357 other shares were also issued on which 10s. only was paid up. The syndicate had sold its business to another company and was now being voluntarily wound up. After paying all debts and liabilities and charges of liquidation there remained a balance of £200,000 for distribution amongst the shareholders. The liquidators now applied to the court for directions upon what principles and in what shares and proportions this surplus should be distributed as between the holders of fully-paid and partly-paid shares respectively, and whether any call should be made in respect of the latter. The articles of association which were material to the point were the 36th and 42nd. Art. 36 was as follows: "Subject to any priorities that may be given upon the issue of any shares, the profits of the company available for distribution shall be distributed as dividend among the members in accordance with the amounts paid up on the shares held by them respectively." Art. 42: "If upon the winding up of the company the surplus assets shall be more than sufficient to repay the whole of the paid-up capital, the excess shall be distributed among the members in proportion to the capital paid, or which ought to have been paid, on the shares held by them respectively at the commencement of the winding up other than amounts paid in advance of calls. If the whole surplus assets shall be insufficient to repay the whole of the paid-up capital, such surplus assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid, or which ought to have been paid, on the shares held by them respectively at the commencement of the winding up, other than amounts paid in advance of calls. But this clause is to be without prejudice to the rights of the holders of shares issued upon special conditions."

WRIGHT, J., said, the question being in what way the large amount of surplus assets of the syndicate, which was in voluntary liquidation, was to be distributed amongst the two classes of shareholders—viz., the holders of fully paid-up shares and the holders of shares on each of which the sum of 10s. had been called and paid up, that, of the assets remaining after paying all debts, liabilities, and expenses, about £41,000 must first be applied in repaying to the shareholders the sum of £1 on each of the vendors' shares, and the sum of 10s. on each of the other shares—the question which had then to be settled was what was to be done with the balance. The fully-paid shareholders claimed that they were entitled to the full proportion which their paid-up capital represented and that the partly-paid shareholders were only entitled to the proportion represented by 10s. a share. These, on the other hand, said that according to cases like *Birch v. Cooper* (14 App. Cas. 525) the division should be in accordance with the number of shares, irrespective of the amount paid up. If there had been no provision in the articles as to the method of distribution to be adopted, it would be tolerably clear that after the capital amount had been properly dealt with the balance would be distributable share and share alike. But in this case there were two of the articles of association which had to be considered. Art. 36 pointed out how profits were to be distributed as dividend. It had been decided over and over again that such a provision did not decide the question how surplus assets were to be divided, but that it might have some bearing on the question. The question which had to be decided really turned on art. 42. The authorities on the point referred to were *Re Anglo-Continental Corporation of Western Australia* (46 W. R. 413; 1898, 1 Ch. 327) and *Re Driffield Gas Light Co.* (46 W. R. 411; 1898, 1 Ch. 451), but there was nothing in those cases to occasion doubt as to how the present case should be decided. It was not like the case where the surplus assets were insufficient to repay the whole of the paid-up capital. The distribution must be in accordance with the agreement shown by the articles—viz., the balance after repaying the paid-up capital must be divided in proportion to the paid-up capital. No call must be made, and the costs of all parties must come out of the assets.—COUNSEL, A. R. Kirby; Upjohn, Q.C., and R. M. Montgomery; Theobald Q.C., and R. J. Parker. SOLICITORS, Lloyd-George, Roberts, & Co.; Field, Rescoe, & Co.

[Reported by C. W. MEAD, Barrister-at-Law.]

Bankruptcy Cases.

Re CALVERT. Ex parte THE DEBTOR. Wright, J. 24th April.

BANKRUPTCY—PRACTICE—PROOF BY CREDITOR RESIDENT OUT OF JURISDICTION—NOTICE OF MOTION TO EXPUNGE PROOF—SERVICE OUT OF JURISDICTION.

The debtor in this case had filed a proposal for a composition, and on a previous application to the court (*ante*, p. 400) had obtained leave to serve notice of motion on certain of his creditors of his intention to apply to the court for leave to expunge their proofs. One of the creditors in question resided at Edinburgh, and another at Perth, Western Australia. The notice of motion was served on the creditor in Edinburgh by sending it by registered post to his address there, and its receipt was admitted by a letter from his London solicitor, who objected that the service was bad because no leave to serve the same out of the jurisdiction had been obtained. As to the Australian creditor, the notice of motion was served on the firm of solicitors in London who had lodged the proof on his behalf, and who returned the notice stating that they were unable to accept service. Upon the application of counsel for the debtor for directions,

WRIGHT, J., gave leave to serve the notice of motion on the creditor in Edinburgh by registered post to his address there, and as to the Australian creditor by serving the notice of motion on the firm of solicitors in London who had lodged the proof.—COUNSEL, A. H. Carrington. SOLICITORS, Poole & Robinson.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Re OSBORNE. Ex parte LOVELL. Wright, J. 1st May.

BANKRUPTCY—PRACTICE—EVIDENCE—NOTES OF PUBLIC EXAMINATION—BANKRUPT CALLED AS WITNESS BY TRUSTEE—CROSS-EXAMINATION.

This was a motion by the trustee against a stranger to the bankruptcy. Counsel for the trustee called the bankrupt as his witness and asked leave to cross-examine him and to put the notes of his public examination to him. Counsel for the respondent objected.

WRIGHT, J.—I think the trustee should be allowed to put any fair question to the bankrupt, and confront him with what he has said on his public examination. It is not quite the same as cross-examining one's own witness in a common law action, because in bankruptcy the bankrupt is often the only witness that either side can call to give any information as to the facts of the case.—COUNSEL, Kerly; R. J. Willis. SOLICITORS, Langhams; Law & Worsam.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Re CUNNINGHAM. Ex parte THE OFFICIAL RECEIVER v. CUNNINGHAM. Wright, J. 4th May.

BANKRUPTCY—PRACTICE—CROSS-EXAMINATION OF BANKRUPT BY PARTY CALLING HIM.

In this case, as in *Re Osborne* (*supra*), the motion was by the trustee to recover property from a stranger to the bankruptcy. Counsel for the trustee called the bankrupt as his witness, and asked leave to cross-examine him and put to him the notes of his public examination.

WRIGHT, J.—Either party is entitled to elicit what account the bankrupt has given of a matter without regard to who calls him. It is important that this practice should be known.—COUNSEL, F. Cooger Willis; Hansell. SOLICITORS, G. Castle; J. Morley.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Re O'GORMAN. Ex parte BALE. Wright, J. 29th April and 2nd May.

BANKRUPTCY—DEBT PROvable IN BANKRUPTCY—DAMAGES IN DIVORCE SUIT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 37.

This was a judgment summons taken out by Bale against the debtor, O'Gorman, to enforce the payment to Bale of damages recovered by him as petitioner in a divorce suit in which O'Gorman was co-respondent. The decree awarding damages was made upon the 27th of February, 1897. Upon the 6th of October, 1897, the debtor filed his own petition, and a receiving order was made. Upon the 15th of January, 1898, an order was made in the divorce proceedings for payment of the damages to Bale personally. Bale thereupon took out this summons to enforce payment.

WRIGHT, J., held that the summons must fail, that the damages awarded by the decree of the court constituted a liability provable as a debt in bankruptcy, the petitioner should therefore prove in the bankruptcy instead of attempting to obtain payment of the damages from O'Gorman personally.—COUNSEL, A. H. Carrington; Coombs Rose-Innes. SOLICITORS, Amory, Parker, & Powell; Wilson, Wallis, & Co.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Re CALVERT. Ex parte CALVERT v. WALKER. Wright, J. 4th May.

BANKRUPTCY—PROOF FOR INCOME TAX—INQUIRY BY COURT IN BANKRUPTCY INTO ASSESSMENT—INCOME TAX ACT, 1845 (5 & 6 VICT. c. 35), ss. 52, 111, 113, 118.

This was an application by the debtor for leave to expunge a proof by the collector of Inland Revenue for Income Tax. The debtor had failed to make any return of his profits as required by section 52 of the Income Tax Act, 1845, and the commissioners made an assessment upon him in pursuance of section 113, charging him with income tax upon profits estimated at £10,000 a year. The debtor did not appeal against the assessment within the time limited by the commissioners for such purpose. A receiving order having been made against the debtor, the collector proved for the amount due under the assessment. The debtor, who had obtained the assent of his creditors to a composition, now moved to expunge the proof of the collector upon the ground that at the time covered by the assessment he was making no profits at all, and it was contended on his behalf that the Court in Bankruptcy had the same power to go behind an assessment by the Commissioners of Inland Revenue that it has to go behind a judgment.

WRIGHT, J., refused the application, holding that an assessment was not upon the same footing as a judgment. It was absolutely necessary for the court to be able to go behind judgments and inquire into the consideration for them in order to avoid fraudulent bankruptcies. But in the case of an assessment no question of consideration arose. It was a mere administrative matter, and a special mode of appeal against it was provided which must be followed. The court could no more inquire into an assessment for income tax than it could inquire as to whether a house had been rated at its proper value.—COUNSEL, Reed, Q.C., and Carrington; Danckwerts. SOLICITORS, Poole & Robinson; The Solicitor to the Inland Revenue.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

It is stated that when the Lord Chief Justice and Lord Justice Collins are absent in Paris on the Venezuelan Boundary Arbitration, the place of the latter in the Court of Appeal will be taken by Sir Francis Jeune, while one of the Queen's Bench Judges (probably Mr. Justice Bucknill) will go over to the Probate Court in place of Sir Francis Jeune; and that a Commissioner of Assize will be appointed to go the Summer Circuits in place of the Lord Chief Justice.

NEW ORDERS, &c. HIGH COURT OF JUSTICE.

WHITSUN VACATION, 1899.

Notice.

There will be no Sitting in Court during the Whitsun Vacation.
During Whitsun Vacation, all applications "which may require to be immediately or promptly heard," are to be made to the Vacation Judge for the time being.

Mr. Justice Phillimore will act as Vacation Judge from Saturday, the 20th of May, to Monday, the 29th of May, both days inclusive.

Mr. Justice Phillimore will sit in Queen's Bench Judges' Chambers on Friday, the 26th of May. On other days within the above period, applications in urgent matters may be made to the Vacation Judge personally or by post.

In any case of great urgency the brief of counsel may be sent to the Judge by book-post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge for the time being can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Friday, the 5th day of May, 1899.

Whereas, from the present state of the business before Mr. Justice North, Mr. Justice Stirling, Mr. Justice Byrne and Mr. Justice Cozens-Hardy respectively, it is expedient that a portion of the causes assigned to Mr. Justice North, Mr. Justice Stirling and Mr. Justice Byrne should for the purpose only of hearing or of trial be transferred to Mr. Justice Cozens-Hardy; Now I, the Right Honourable Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the schedules hereto be accordingly transferred from the said Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Byrne to Mr. Justice Cozens-Hardy for the purpose only of hearing or of trial, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

From Mr. Justice NORTH.

1897.

Llangollen Urban District Council v Best 1896 L. 1,598 June 1

1898.

Viditz v O'Hagan 1896 V. 615 June 3

In re the Coolgardie Gold Fields Id. (expte. E. M. Hamilton) & Co.'s Acts, 1862 to 1890 motion entered in Witness List Dec. 10

In re the Same (expte. R. T. Fleming) motion entered in Witness List Dec. 10

Poulton v Stokes 1898 P. 1,070 Dec. 13

Aktiebolaget Separator v Fram Dairy, &c., Co. & Reck 1898 A. 1,679 Dec. 15

Barclay v Mayor, &c., of Wakefield 1898 B. 4,959 Dec. 15

Clipperton v Wood 1898 C. 3,202 Dec. 15

Llandudno Urban District Council v Woods 1898 L. 1,812 Dec. 19

In re Tawn Tawn v Tawn adjd. sums. entered as Witness Action Dec. 20

A. W. Gamage Id. v Beasley 1898 A. 1,683 Dec. 23

Hart v Clough 1898 H. 2,215 Dec. 23

Cornwall v Henson 1898 C. 2,425 Dec. 30

1899.

Taylor v Stych 1898 T. 1,157 Jan. 2

Domico v Trustee of T. R. Clifford, &c. 1898 D. 635 Jan. 3

Raby v Cox 1898 R. 1,238 Jan. 4

Masters v Paynter 1898 M. 3,601 Jan. 9

Wallis v Purkess 1898 W. 2,130 Jan. 10

Chamberlain v Chamberlain 1898 C. 3,347 Jan. 12

In re Solomon Lloyd v Selwyn 1898 S. 635 Jan. 12

1899.

British Motor Co. Id. v Burgess Cycle Co. Id. 1897 B. 5,128 May 12

1899.

In re Howes Chapman v Putland 1897 H. 2,221 Jan. 19

Austin v Pyne 1898 A. 420 Jan. 19

Von der Heydt v Dunlop 1898 V. 748 Jan. 23

In re Collyer Collyer v Collyer 1898 C. 2,248 Jan. 25

Call v Faber 1898 C. 946 Jan. 28

Steel v Pellatt 1898 S. 2,374 Feb. 1

Hammon v Heapy 1898 H. 2,198 Feb. 1

Duke of Devonshire v Urban District Council of Buxton 1898 D. 569 Feb. 2

Lee v Lowe 1898 L. 2,486 Feb. 7

Aylward v Mortimore 1898 A. 1,365 Feb. 8

Wilkes v Wakeford 1898 W. 2,486 Feb. 9

Campbell v Gillespie 1898 C. 3,607 Feb. 9

McCraith v Miller 1898 M. 2,731 Feb. 17

Hepworth v Pickles 1898 H. 3,698 Feb. 21

SECOND SCHEDULE.

From Mr. Justice STIRLING.

1898.

Bebro v MacCullum 1897 B. 3,777 May 19

Geake v Raphael 1896 G. 1,790 Nov. 30

Reay v Calvert 1898 R. 600 Dec. 8

Hood & Moore's Stores Id. v Jones 1898 H. 3,025 Dec. 10

The Electric Construction Co. Id. v Imperial Tramways Co. Id. 1898 E. 1,472 Dec. 17

Stubbins v Brake 1898 S. 3,552 Dec. 19

Bassano v Bromet 1898 B. 4,974 Dec. 23

Hill v Wilson 1898 H. 214 Dec. 24

1899.

Owen v Ogilvie 1898 O. 1,578 Jan. 3

Law v Spiers & Pond Id. 1898 L. 1,467 Jan. 3

Same v Same 1896 L. 1,725 Jan. 3

Noakes v Corke 1898 N. 47 Jan. 4

Norris v Grainger 1898 N. 1,126 Jan. 6

Cook v Loxton 1898 C. 2,158 Jan. 6

North v Akeroyd 1898 N. 1,021 Jan. 10

Pearson v Blamires 1898 P. 1,531 Jan. 13

Day v Atkey 1897 D. 2,319 Jan. 16

Tullis v Macintosh, Meekie & Co. Id. 1898 T. 162 Jan. 17

Bellamy v Richardson 1898 B. 3,260 Jan. 18

Poyle Mills Co. Id. v Wiggins 1898 P. 1,761 Jan. 19

Reeves v Parmer 1898 R. 2,088 Jan. 19

Ruston v Sherras 1898 R. 1,456 Jan. 20

Tindal v Spitzel 1898 T. 1,497 Jan. 21

Summers v Summers 1898 S. 4,187 Jan. 25

In re Salmon Smith v Towerzey 1898 S. 1,137 Jan. 25

Beddington v Deichmann 1898 B. 1,486 Jan. 26

Moyes v Barraud 1898 M. 1,860 Jan. 30

Keighley v Birmingham Breweries, Id. 1898 K. 615 Jan. 30

Hurt v Dendy, the young r 1898 H. 2,042 Jan. 31

Harding v Dixey 1898 H. 746 Jan. 31

Brewers and General Fire Insurance and Guarantee Corporation, Id. v

Sheen 1898 B. 4,775 Jan. 31

Wesley v Rowe 1898 W. 3,592 Feb. 1

Young v Capron 1898 Y. 713 Feb. 4

Muse v White 1898 M. 3,676 Feb. 7

Triana v Puchard & Co 1898 T. 223 Feb. 8

Field, Keliher, & Co. v Zalinfoff 1898 F. 1,858 Feb. 9

Cook v The County of London Improved Dwellings Co. Id. 1898 C. 2,618 Feb. 10

In re Ambler Ambler v Ambler 1898 A. 1,443 Feb. 14

Vidler v Conservators of the River Thames 1899 V. 59 Feb. 14

Eckford v Taylor 1898 E. 923 Feb. 14

In re Brock's Patent, No. 16,672 of 1887, &c. Petition entered in Witness List Feb. 18

Keevil v Blackstaffe 1899 K. 111 Feb. 18

Parham v Gardner 1898 P. 80 Feb. 20

Wright v Wright 1898 W. 3,218 Feb. 25

Hewitt v Nurse & Co. 1898 H. 2,380 Feb. 28

THIRD SCHEDULE.

From Mr. Justice BYRNE.

1898.

Smith v Paine 1898 S. 1,969 Dec. 29

1899.

Knollys v Kent Coal Finance and Development Co. Id. 1898 K. 1,522 Jan. 4

Papillon v Hutchinson 1898 P. 1,034 Jan. 3

Frost v Lewis 1898 F. 510 Jan. 9

In re J. Morton's Register Design, No. 268,635 motion entered in Witness List Jan. 14

In re The Palmarejo Mining Co. Id. Bruce v The Palmarejo Mining Co. Id. 1898 P. 1,101 Jan. 17

Schofield v Lewis 1898 S. 1,145 Jan. 20

White v Gingell 1898 W. 1,958 Jan. 25

Kenrick v Mountstevens 1898 K. 89 Jan. 25

Bateman v Cooper 1898 B. 671 Jan. 26

Kelly v Joyce 1898 K. 714 Feb. 1

In re Powell Powell v Edwards adjd. sums. entered as Witness Action Feb. 2

Rogers Id. v Darch motn. treated as hearing of actn. 1898 W. 1,157 Feb. 3

In re Fewson West v Fewson 1898 F. 1,128 Feb. 3

Jones v Fox 1898 J. 18 Feb. 7

Rico v Noakes & Co. Id. 1898 R. 1,943 Feb. 7

Parker v McKenzie 1898 P. 2,580 Feb. 8

Powles v Bignold 1898 2,657 Feb. 9

In re Norrington Norrington v Norrington 1898 N. 1,714 Feb. 10
 Reeks v Harper 1898 R. 649 Feb. 11
 Collier v Eskell 1898 C. 3,494 Feb. 11
 Marsden v Blackwell Colliery Co. ld. 1898 M. 19 Feb. 11
 Harnsworth v Jackson 1898 H. 2,880 Feb. 13
 Keogh v Cates 1898 K. 860 Feb. 17
 Matthews v Eldred 1898 M. 2,697 Feb. 18
 Case v Cressy 1898 C. 3,670 Feb. 20
 In re The London & Northern Bank ld. & Co.'s Acts motion entered in
 Witness List Feb. 21
 In re Stuart & Greater London Property Co. ld. and V. & P. Act, 1894
 1899 S. 239 Feb. 22
 Gabb v Haywood 1898 G. 2,214 Feb. 23
 Chamier v Cobb 1898 C. 4,295 Feb. 23
 Hartlepool Gas, & Co v North Eastern Ry. Co. 1898 H. 1,954 Feb. 24
 Burge v Ridgell 1899 B. 429 Feb. 28
 Rogers v Hosegood 1898 R. 2,163 March 1
 Slater v Arnold 1898 S. 4,125 March 2
 Papworth v Street 1898 P. 2,759 March 3

HALSBURY, C.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 10th inst., Mr. Richard W. Tweedie in the chair. The other directors present being: Messrs. H. Morten Cotton, Grantham R. Dodd, W. Dowson, J. B. B. Gregory, Samuel Harris (Leicester), Sir George H. Lewis, R. Pennington, Sidney Smith, M. A. Tweedie, E. W. Williamson, F. T. Woolpert, and J. T. Scott (secretary). A sum of £405 was distributed in grants of relief, seven new members were admitted to the association, and other general business transacted.

LAW ASSOCIATION.

A meeting of the directors was held at the Hall of the Incorporated Law Society on Thursday, the 4th of May, 1899, Mr. Charles Burt in the chair. The other directors present were Mr. Peacock, Mr. Sidney Smith, Mr. Toovey, and Mr. Vallance. Four new members were admitted to the association and other general business transacted. The annual general court was fixed for Thursday, 25th inst., at two o'clock.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 19th of April, 1899:—

Aaron, Norman Hyam	Dewhurst, Norman
Adam, Harold Edward	Dobson, William Greswell
Ambrose, William Henry	Douglas, John Philip, B.A. (Oxon.)
Argyle, Francis Harry	Downey, Thomas
Armstrong, Clayton, B.A. (Oxon.)	Dowse, Kenrick Alexander
Atkinson, John	Drummond, David William
Aubrey, Charles Henry	Duncalf, Frank Maydew
Bagshawe, Edward Gray	Dutton, William
Bailey, John Norman	Duxbury, Fred. Richmond, B.A. (Oxon.)
Baines, Sidney Ernest	Easton, Herbert Augustus
Banks, Arnold Shaw	Eaves, Harold Charles
Barfield, Harold	Edleston, Edward Francis Coppen-
Baylis, George, M.A. (Camb.)	hall
Birch, Arthur Lyle, B.A. (Oxon.)	Easley, George Herbert
Bird, Clifford Henry	Farrington William Bowker
Birt, Daniel Kenneth Capper	Fea, George Oswald
Blackford, Henry Francis	Finnis, Robert Leslie
Blyth, Maurice McAulane, B.A. (Camb.)	Forward, Cecil
Boyce, Arthur Thomas	Fry, Edward Houghton
Bremner, Coles Alexander	Fynes-Clinton, Arthur
Briscoe, Richard Brown	Gateley, Stephen Joseph
Brookes, Thomas Cannon, B.A. (Camb.)	Gilfoy, William
Brown, Stephen	Goffey, Thomas
Buckle, William Beecroft	Gordon, Robert Abercromby, B.A. (Camb.)
Burgess, Henry	Green, Douglas
Burnie, Edward Alfred	Greenfield, Edward Hay
Cass, Charles Parkinson	Groves, Herbert Austen
Caswell, Thomas Hill	Hall, James
Chapman, Frank	Hart, Percy Maurice Crawcour
Charles, Reginald Pendrill St. John	Harward, John Donaldson
Collings, Robert Hayward Lindon	Hatch, Francis Frederick
Colyer, Leonard Edmeades Tempest	Heap, Joseph Hammond
Curtis, Wilfrid Parkinson	Hemming, Francis Percival
Dalton, Arthur Claud	Herrin, Edwin
Davies, David Albert	Hill, Maurice Cridland Hill, B.A. (Camb.)
Dawe, Leonard William	

Hird, Henry	Rowland, Frederick Thomas Metcalfe
Hodgson, Richard	Royle, William Collett, B.A. (Oxon.)
Hudson, Ernest Walter	Safford, Frederick Chartres Hay-
Hughes, William	ward, B.A. (Camb.)
Hutchinson, Harold James	Sidney, Lawrence Marlow
Jones, Daniel Milton	Simpson, George Thornton, B.A. (Oxon.)
Jones, William Roberts	Simpson, Robert Arthur Abbs
Kay, William	Slater, Arnold
Lee, Herbert	Sowerby, John Richardson
Lewis, Alfred William	Smith, Frank Mellowdew
Lewis, Thomas William	Smith, Walter Lock
Liell, Leonard William	Stamp, William Arthur Edmund
Lock, Henry Osmond	Stephens, Elliott
Lomax, Arthur Hilton	Swarbreck, Bernard William
Lonsdale, John Frederick, B.A. (Oxon.)	Symonds, Stephen Charles, B.A. (Oxon.)
Lulham, Thomas Richard, B.A. (Camb.)	Taylor, Charles Hillsborough Rim-
McGrath, Joseph Charles	ington
McIver, David, B.A. (Camb.)	Tillett, Eric De Caux
Mackenzie, Edwin	Tillett, Wilfrid Sidney
Marquis, John Campbell, B.A. (Camb.)	Tomley, John Edward
Metchim, Edgar Ralph	Trevanion, Herbert George
Morrell, George Edward	Turnbull, William Andrew
Munk, Henry Wadsworth	Tyler, Francis Joseph
Nicholls, Arthur Edward, B.A. (Camb.)	Unsworth, Ernest Edwin
Peele, Joshua John	Vachell, Arthur Cadogan
Phillips, Gordon Tucker	Walker, George Louis
Phillipotts, Owen Steeles, B.A. (Camb.)	Walker, William
Pick, Frank	Waller, Alexander Mortlock
Potter, Arthur	Wearing, Archie Skardon
Priest, Thomas, B.A. (Camb.)	Webb, Wilfred William
Priestman, Thomas	Williams, John Jones
Pritchard, Hugh	Williams, Robert
Proctor, William	Williamson, Norman Welsh, B.A. (Camb.)
Rayner, Joseph Sutcliffe	Wilson, Charles Edward, B.A. (Lond.)
Riddett, Gilbert Hammond, B.A. (Oxon.)	Wilson, Harold Remington, B.A. (Camb.)
Robins, William Runney	Woolley, Francis Alfred, B.A. (Oxon.)
Robson, Leonard	

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 17th and 18th of April, 1899.

Ayrton, John	Harrison, Godfrey Denis
Backhouse, Thomas James Greaves	Helm, Edward
Baines, Alexander Talbot, B.A. (Camb.)	Hindle, Frederick
Balmer, Arthur	Johnson, Henry Edward Alexander
Baster, Philip Wellesley	Jordan, John Richard
Bazeley, Henry Russell	Landon, Francis Palmer
Bell, Tom George	Lear, Charles Roberts
Berkeley, George Brackenbury Hod-	Legg, Gervase Arthur Wickham
son	Lewis, Henry
Bickerstaffe, Robert Gerrard	Lewis, Reginald Benjamin Simmons
Bicknell, Ethrayne Admar, B.A. (Oxon.)	Loseby, Reginald Arthur
Bonner, Edgar Arthur	Loye, Reginald Philip
Bradish, Henry Bell	McMillin, William Alexander
Bradshaw, Thomas Claridge	Madge, Walter Hyett
Bryan, John Hinton	Marsden, Charles Herbert James
Burnand, Ivor Brassey, B.A. (Camb.)	Marsden, Edward
Butler, Francis Noel	Martin, James Mason
Calvert, Charles Arthur, M.A. (Camb.)	Mason, James Ernest
Chadwick, Tom	Moore, Ernest
Clark, Frederic	Nash, Frank Beddoes
Cochran, John Robert, B.A. (Lond.)	Neumann, Sydney Christian Theo-
Collier, Edward Ernest	dore
Cooper, Frederick William Augustus	Newman, Charles Arnold, B.A. (Camb.)
Cornes, Archibald John, B.A. (Oxon.)	Newman, Walter Peeke, B.A., LL.B. (Camb.)
Davies, Walter Pierce	Newton, Harold
Day, William Rogers	Payne, Sydney
Dickinson, Godfrey Nix, B.A. (Camb.)	Pearson, Thomas Edward
Dickson, Vincent Hamilton	Perkins, Donald Yerbury
Dyer, Watson	Piper, Robert Frederick
Earl, Ernest Alfred, B.A., LL.B. (Camb.)	Pleadwell, William Montagu
Edwards, William Richard	Pritchard, Arthur Malcolm
Evans, Roland Gilbert	Pugh, Stanley Owen
Fenwick, Edgar Arbuthnot	Purnell, William Godfrey
Flint, William Henry	Purser, Henry
Foster, George Edward	Robert, Richard Mills
Gooding, Frank	Robinson, Albert
Harley, Edward Mortimer	Robinson, Henry
	Romney, Francis William, B.A. (Oxon.)
	Ryland, Arthur William
	Sampson, Edward Joseph, LL.B. (Victoria)

Saunders, Harold	Thorp, William Tudor Sayce
Scorer, Charles Reynolds	Thorpe, Henry
Sharp, Howard Finlay	Turton, Thomas Alfred
Singleton, Charles Copley	Vanderpump, Paul George
Skerry, George Albert Langford	Vowles, Henry Hayes
Smith, Alfred Elliott Sidney	Wake, Walter Norman
Smith, Charles Harold	Walford, Lionel Julian
Smith, Rupert Hamblin, B.A.	Walker, Edward Talfourd
(Camb.)	Warwick, Walter Herbert
Stephenson, Harry	Watson, Reginald Eric
Steward, George Frederic Rudston	Whitfield, John
Stratton, William Robert, B.A.	Whittington, Henry Baxter
(Oxon.)	Williams, Harry
Taylor, Cecil George	Woodcock, Frederic Arthur

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—May 2.—Chairman, Mr. C. A. Anderson.—The subject for debate was: "That the case of *Jones v. Barnett* (1899, 1 Ch. 611) was wrongly decided." Mr. Hamilton-Fox opened in the affirmative; Mr. N. S. Parsons seconded in the affirmative; Mr. Tyldesley Jones opened in the negative; Mr. Edgar de Knevet seconded in the negative. The following members also spoke: Messrs. A. H. H. Richardson, A. Hair, E. T. Close, E. L. Chapman, Haseldine Jones. Mr. Hamilton-Fox replied. The motion was lost by five votes.

May 9.—Chairman, Mr. Thos. Seager Berry.—This being the annual meeting, the following members were elected for office for the ensuing session—viz., treasurer, Mr. Frank H. Stevens; joint secretaries, Mr. C. A. Anderson and Mr. Archibald Hair; reporter, Mr. Thos. Seager Berry; ordinary members of the committee, Messrs. G. H. Daniell, Arnold Jolly, Alfred Hildesheimer, and J. D. A. Johnston; auditors, Mr. Neville Tebbutt and Mr. A. E. Clarke.

LEGAL NEWS.

OBITUARY.

The death is announced, at the age of seventy, of Mr. WILLIAM WORSLEY KNOX, barrister, which occurred very suddenly at Bournemouth on Sunday last. Mr. Knox was the only son of Col. Douglas Knox. He was educated at Trinity College, Cambridge, and was called to the bar in 1854. He was for some years one of the reporters for the Law Reports in Mr. Justice Kay's court, and at his death was one of the Law Reports reporters in the Court of Appeal.

APPOINTMENTS.

Mr. EDWARD PERCY CHAMBERS, solicitor, of Brighouse, Yorkshire, has been appointed a Commissioner for Oaths. Mr. Chambers was admitted in February, 1893.

Mr. ARTHUR HUGH SHERWOOD, solicitor, of the firm of Lamb, Brooks, & Sherwood, of Basingstoke, Reading, Odham, and Aldershot, was elected last week to succeed his father, Mr. William Sherwood, the late senior partner, as Clerk of the Peace for the borough of Reading. Mr. Arthur Sherwood passed his final examination so recently as February of this year, and was admitted a solicitor in March, a few days after his father's death. He is thus in all probability the junior clerk of the peace in the country.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

Cecil John Mercer and Thomas Tancred Whitehead, solicitors (Mercer & Whitehead), Ramegate. March 25.

John Soper Streeter and Herbert Arthur Howe, solicitors (Streeter & Howe), Croydon. April 15. [Gazette, May 5.]

ADMISSION.

Messrs. March & Clayton, solicitors, of 38 and 40, Lloyd-street, Manchester, 32, Lord-street, Rochdale, and the District Council Offices, Whitworth, have admitted into partnership Mr. E. Crofield Pearson, M.A., lately practising by himself in Manchester. The style of the new firm will be March, Clayton, & Pearson, and they will carry on business at the above addresses.

GENERAL.

Mr. Justice Kennedy has consented to preside at the sixty-seventh anniversary festival of the United Law Clerks' Society, to be held at the Hotel Cecil on Tuesday, the 6th of June.

Following on Lord and Lady Warwick's limited liability company scheme, it is reported (says a correspondent of the *Daily News*) that the estates and whole assets of the Earl of Rosslyn are shortly to be floated as a limited liability company. Negotiations with that object, it is understood, have been proceeding for some time past, but it will be a few months yet before the prospectus will be ready for issue.

During the hearing of a judgment summons at Southwark County Court on Thursday, says the *Westminster Gazette*, Judge Addison, Q.C., advised a debtor, who was sued for solicitor's fees, not to indulge in law until he had the money to pay for it. "Law," continued his honour, "is like turtle soup; everybody would like to have it, but only those can have it who can afford to pay for it."

The *Times* says that in Committee on the Finance Bill Mr. Gibson Bowles intends to move amendments abolishing the settlement estate duty authorized by 57 & 58 Vict.; limiting the aggregation of property under the same statute; abolishing the charges on property passing by disposition made within three and twelve months of death; and abolishing the extension of time (from three months to twelve months before death) during which gifts *inter vivos* are held to be taken as a *donatio mortis causa*.

In the House of Commons, on the 4th inst., in answer to Sir J. Pease Sir M. W. Ridley said: I am of opinion that the law of constructive murder does require amendment; but it is a very difficult subject to deal with, and I cannot hold out any hope that the Government will be able this session to introduce a Bill or otherwise to afford adequate facilities for the treatment of this important question. I may add that I understand that the opinion of Her Majesty's judges on the existing state of the law has been specially invited.

The judges (Wright and Phillimore, JJ.) have fixed the following commission days for the ensuing Summer Assizes on the Western Circuit—viz.: Salisbury, Monday, the 29th of May; Dorchester, Saturday, the 3rd of June; Wells, Wednesday, the 7th of June; Bodmin, Tuesday, the 13th of June; Exeter, Monday, the 19th of June; Winchester, Saturday, the 24th of June; Bristol, Monday, the 3rd of July. Mr. Justice Phillimore will go round the circuit alone until Exeter is reached, when he will be joined by Mr. Justice Wright.

At a meeting of the General Council of the Bar, held on Monday, the following resolution was unanimously agreed to with reference to the Supreme Court (Appeals) Bill: (1) That the council are strongly of opinion that, if the Supreme Court (Appeals) Bill is proceeded with, provision should be made therein to the effect that no final appeal should be set down for hearing before two judges only until a proper consent for that purpose has been filed. (2) That the council approve of the amendments to the Bill standing in the name of Mr. H. D. Greene on the House of Commons notice paper of the 8th of May, 1899, and express the hope that they will be acceded to. (3) That the chairman be requested to write to Her Majesty's Attorney-General, and to respectfully urge upon him the views of the council as expressed in the foregoing resolutions.

Upon the hearing of a petition for special leave to appeal from a judgment of the High Court of Madras in a suit regarding the right to conduct the services in a temple in India, which was heard by the Judicial Committee of the Privy Council on the 6th inst., counsel stated (according to the *Times*) that similar litigation had gone on since the commencement of the century, and he appeared forty years ago as counsel in one of the cases arising out of it. Neither of the sects was satisfied with the judgment of the court below. That judgment would produce exactly the same result as if the Judicial Committee of the Privy Council were to pronounce in an ecclesiastical suit in this country that the conduct and regulation of the services in Westminster Abbey should be vested equally in the Dean of Westminster and Cardinal Vaughan, with a provision that every service should commence with a denunciation of the Pope. Leave to appeal was refused.

At the sitting of the City of London Court, on the 5th inst., Mr. Commissioner Kerr was congratulated upon having sat for forty years as judge of the court, he having been elected by the Corporation of London on the 5th of May, 1859. Mr. John Farnfield, as one of the oldest practitioners, offered the congratulations of both branches of the legal profession, every one in court standing the while. He pointed out that when the judge was appointed the business done by the court was small, the plaintiffs issued having numbered, in 1859, 11,596. The income of the court was then £4,100, whereas last year 35,900 actions were brought, and the fees earned were just under £20,000. The staff had been augmented, the officers now numbering forty, as against fourteen when the judge was appointed. He hoped the commissioner would always look with pleasure upon his many years' association with the court. Mr. George Kobbell and Mr. Stephen Lynch cordially indorsed what had been said. Mr. Commissioner Kerr expressed his obligations, and said that, while the business of the court had increased, it must not be forgotten that the commerce of London generally had also greatly multiplied. While he had sat there he had endeavoured to do his duty to the best of his ability. At times he was a little caustic, perhaps; but it was through no bad feeling. He would never forget the kindly things that had been said that day, and could only hope that during the short time left for him to remain there—whether it would be short or long he did not for the moment know—he would continue to enjoy the confidence of the gentlemen who practiced there. He thanked them all very much. The ordinary business was then dealt with.

A correspondent of the *Times* writes as follows with regard to the additional stamp duty now claimed by the Inland Revenue Commissioners on bonds repayable at a premium: "May I be permitted, through the medium of your columns, to put a question to the Inland Revenue Commissioners with regard to their circular of the 30th of March last respecting additional stamp duty on bonds repayable at a premium? I have already made the inquiry at one of their principal offices, but I found that a difference of opinion existed there, and I shall therefore be glad, in common with others who are interested, to have direct instructions from headquarters. The question is: 'Certain bonds had the possibility of being paid off at a premium in February, 1896, but were not, and repayment when it takes place is to be at par. Are such bonds liable to additional stamp duty?' One Inland Revenue officer maintains that the law as to stamping bonds repayable at a premium existed prior to 1896—that the mention in the bonds of the possibility of such repayment rendered them *ipso facto* liable to the additional duty. With this his colleague does not quite agree, and my own contention is—(1) That the closing paragraph of the Inland Revenue circular of the 1st of June, 1897, distinctly exempts bonds

with such a contingency as that above mentioned. (2) That, while their circular of the 30th of March last now revokes such exemption as just quoted, the intention of the Board, as shown in the last-named circular, is undoubtedly that the additional duty is to be charged where such contingencies as to repayment at a premium are in the future, and does not apply in cases where the option to repay at a premium has gone by. As there are large numbers of bonds affected by this inquiry I trust the Inland Revenue Commissioners will see their way to reply through your columns."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON			
Date.	APPEAL COURT No. 2.	Mr. Justice NORTH.	Mr. Justice STIRLING.
Monday, May	Mr. King	Mr. Beal	Mr. Leach
Tuesday	Farmer	Pugh	Godfrey
Wednesday	King	Beal	Leach
Thursday	Farmer	Pugh	Godfrey
Friday	King	Beal	Leach
Date.	Mr. Justice KREKWHICH.	Mr. Justice GROSVELL.	Mr. Justice COZENS-HARDY.
Monday, May	Mr. Jackson	Mr. Groswell	Mr. Carrington
Tuesday	Pemberton	Church	Lavie
Wednesday	Jackson	Groswell	Carrington
Thursday	Pemberton	Church	Lavie
Friday	Jackson	Groswell	Carrington

The Whitsun Vacation will commence on Saturday, the 20th day of May, and terminate on Tuesday, the 23rd day of May, 1899, both days inclusive.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

- May 15.—Messrs. HAMPTON & SONS, at the Mart, at 2, a commodious Town Residence, 83, Queen's-gate-gardens, S.W., occupying a bright and cheerful position, close to Gloucester-road Station. Solicitor, J. H. P. Chitty, Esq., London. (See advertisement, May 6, p. 5.)
- May 16.—Messrs. BRADLEY, WOOD, & CO., at the Mart, at 1:—Blackheath and Greenwich: Freehold Ground-rents, amounting to £418 per annum, and peppercorn rents, amply secured upon about 140 shops and terrace houses situate at Westcombe-park and Woolwich-road, with reversions to rack-rents in from 72 to 88 years; divided into lots from £4 to £24. Freehold Building Estate, known as Eastcombe, on the main road from Blackheath to Charlton, comprising a commodious family residence, with two lodge entrances, pleasure grounds, and well-timbered miniature park; let at £290 per annum, together with pasture land; the whole comprising 38 acres. A Plot of Freehold Building Land, situate in and having 172ft. to Westcombe-hill, containing about half an acre; with possession. Freehold Building Site, known as Combe Farm, available for the erection of first-class villas and shops, containing about two acres; let on a yearly tenancy. Freehold Building Land of about six acres, with a frontage of 1,100ft., near the Woolwich-road; let yearly; suitable for the erection of manufacturing premises. Solicitor, W. T. Hartcup, Esq., Norwich. (See advertisements, May 6, p. 5.)
- May 16.—Messrs. DAVID BURNETT & CO. (in conjunction with Messrs. FELTHAM, WOODROW, & CO.), at the Mart, at 2:—City of London: Freehold Property, comprising building known as No. 64, Chesapeake, and No. 2, Bow Churchyard, now in the occupation of the London Stereoscopic and Photographic Co. Limited. Solicitor, H. S. Holt, Esq., London.—Wood Green: Three pairs of Double-fronted Villas. Solicitors, Messrs. Edwards, Heron, & Co., London.—Hornsey: Eight Villa Residences, close to Hornsey Station. Solicitors, Messrs. Burne & Wykes, London.—Notting Hill: Small Leasehold House.—Willesden: Five Leasehold Houses; let at £275 12s. per annum. Solicitors, Messrs. Mullens & Bosanquet, London.—Wandsworth: A Corner House, let at £45 10s. per annum; lease 99½ years unexpired. Solicitor, L. S. Saint, Esq., London.—Dalston: A Terrace House, close to Hackney Station. Homerton: Three Dwelling Houses. Solicitor, Ebenezer James Mason, Esq., London.—Horne Hill: Three semi-detached Residences. Solicitor, W. H. Cowl, Esq., London. (See advertisements, May 6, p. 499.)
- May 16.—Mr. G. HERBERT-BURNS, at 17, Paternoster-row, Law Books and Office Furniture. (See advertisement, this week, p. 455.)
- May 16.—Messrs. HARLAM & SONS, in Reading, 18 acres of Freehold Building Land. Solicitors, Messrs. Richard Smith & Sons, London. (See advertisement, May 6, p. 5.)
- May 17.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2, 97 acres of Freehold Building Land, 1,920 feet frontage to Freeman's-road, E.; also ten Freehold Shops, estimated to produce £450 per annum. Solicitors, Messrs. Herbert Baxelby & Co. and Messrs. Pollock & Co., London.—A semi-detached Residence at Hackney; let at £30 per annum. Solicitors, Messrs. E. C. Kilbey & Son, London.—Freehold Residence, at Gravesham; rental value £80 per annum. Solicitors, Messrs. Spyer & Son, London.—Short Leasehold Property, 6, Old Bond-street; let at £900 per annum. Solicitor, W. H. Herbert, Esq., London.—Two Leasehold Residences, at Kentish Town; producing £68 per annum. Solicitors, Messrs. England & Co., Halifax. (See advertisements, this week, back page.)
- May 17.—Messrs. W. MARTIN & CO., at the Mart, at 1, Detached Residence, at East Dulwich; lease 73 years; let at £45. Solicitors, Messrs. Stevens, Bawtree, & Stevens, London.—Also, a similar Residence, with additional Land. Solicitors, Messrs. Phillips, Son, & Vallings, London.—Building Land, at East Dulwich. Solicitors, Messrs. Baker, Baker, & Haves, London. (See advertisement, this week, p. 6.)
- May 18.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:
- REVERSIONS:**
- To One-fourth of a Trust Fund, India and Railway Stock and on Mortgage; value £7,370; lady aged 56. Solicitors, W. H. Hazard, Esq., London; Messrs. Hazard & Fratt, Harleston, Norfolk.
 - To One-fourth of a Trust Estate, value £2,196, Railway Stocks, Life Policy, &c.; gentleman aged 46 and lady aged 49. Solicitors, Messrs. Hartley & Co., London.
 - To £500 charged upon a Trust Estate; lady aged 65. Solicitors, Messrs. Aplin & Co., Banbury.
 - Absolute to One-fourth of a Trust Estate of £30,000; lady aged 57. Solicitor, G. J. Fowler, Esq., London.
 - To £5,000; gentleman aged 67 and lady aged 65. Also to £2,000; receivable on demise of above-mentioned lady, aged 65. Solicitors, Messrs. Colyer & Colyer, London.
 - To One-twentieth of a Trust Fund of Railway, Dock, and Steamship Stocks, and a Leasehold Residence; value £24,050. Solicitors, Messrs. Bloxam, Ellison, & Co., London.
 - To a Moiety of £26,000 India Three per Cent. Stock; lives aged 75 and 72. Also to £1,274, on demise of life aged 72. Also to £2,350 on Mortgages of a Freehold Estate at Dartford, South Darenth, and Wilmington, Kent, on demise of life aged 72. Solicitors, Messrs. W. H. Smith & Son, London; and H. E. Ayres, Esq., Brighton.

ANNUITY of £150; gentleman aged 68, with policies. Solicitors, Messrs. Bythway & Son, Pontypool.

POLICIES:

For £1,500. Solicitor, A. C. Scoles, Esq., London.
For £500. Solicitor, J. R. Fritchard, Esq., Mountain Ash.
For £5,000 and £1,000.

SHARES:

Six of £100 each in the Mutual Tontine Westminster Chambers Association. Solicitors, Messrs. Rowell, Rawle, & Co.; Messrs. Burchell & Co.; and G. J. Fowler, Esq., all of London.
Various Shares. Solicitors, Messrs. Phillips & Boyle, London. (See advertisements, this week, back page.)

May 18.—Messrs. SOTHERBY, WILKINSON, & HODGE, at 13, Wellington-street, Law and other Books. (See advertisement, this week, p. 5.)

May 18.—Messrs. STIMSON & SON, at the Mart, at 2, Policies for £2,000, £500, £100, £100. Solicitors, Messrs. H. S. Harris & Co., London. (See advertisement, this week, p. 5.)

RESULT OF SALE.

Messrs. C. C. & T. MOORE sold at the Mart, on Thursday: the Leasehold Residence, 13, Navarino-road, Dalston; Freehold Villa, 3, Derby-villas, South Woodford; and Freehold Dwelling Houses, Nos. 13, 15, and 25 Sceptre-street, Mile End.

WINDING UP NOTICES.

London Gazette.—FRIDAY, MAY 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANCOATS VALE RUBBER CO. LIMITED—Creditors are required, on or before June 9, to send their names and addresses, and the particulars of their debts or claims, to Mr Edward Holt, 401, Cheetham Hill-road, Manchester. Grundy & Co, Manchester, solvers to liquidator.

FURNERS SHIP BUILDING CO. LIMITED—Creditors are required, on or before June 16, to send their names and addresses, and the particulars of their debts or claims, to Richard Fletcher, 7, Lawson-st, Barrow in Furness. Bradshaw, Barrow in Furness, solver to liquidator.

MANCHESTER MALT VINEGAR CO. LIMITED—Creditors are required, on or before June 16, to send their names and addresses, and the particulars of their debts or claims, to Charles Richard Wainwright, 23, Delamere-st, Ashton under Lyne. Crofton & Co, Manchester, solvers to liquidator.

ORIENT PEARL AND DIAMOND CO. LIMITED—By an order made by Wright, J., dated April 19, it was ordered that the voluntary winding up of the company be continued. Miller & Co, St. Stephen's-church, Telegraph-st, solvers for petitioners.

PRINCES ROYAL (CUE), LIMITED—Petition for winding up, presented May 4, directed to be heard May 17. Martelli, 10, Staple inn, solver for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 16.

SPRINGFIELD PARK ESTATE BUILDING CO. LIMITED—Creditors are required, on or before June 17, to send in their names and addresses, and the particulars of their debts or claims, to William Milton Locke, 3, Commercial-st, Newport, Mon. Lyne & Co, solvers to liquidator.

WALDORE FINE GOLD MINES, LIMITED—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to Mr W. Bell Freeman, 9, Fenchurch-st.

London Gazette.—TUESDAY, MAY 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLIO-BAYARIAN STEEL BALL CO. LIMITED—Petition for winding up, presented May 5, directed to be heard on May 17. Sharpe & Co, 19, New-st, Carey-st, agents for Ryland & Co, Birmingham, solvers for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 16.

BINNS GAS AND OIL ENGINE CO. LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to C. A. Barron, 26, Townhall-st, Sowerby Bridge, Yorks. Ingram & Huntriss, Halifax, solvers for liquidator.

CANADIAN PIONEER SYNDICATE, LIMITED—Creditors are required, on or before June 3, to send their names and addresses, and the particulars of their debts or claims, to A. W. Woodburn, c/o Wansley & Co, 25, Moorgate-st.

COMMERCIAL ALLIANCE, LIMITED—Creditors are required, on or before June 16, to send their names and addresses, and the particulars of their debts or claims, to Mr Tom Coombs, 26, Bond-st, Leeds. Lupton & Fawcett, Leeds, solvers to liquidator.

CORPORATION OF BRITISH INVESTORS, LIMITED—Creditors are required, on or before June 21, to send their names and addresses, and particulars of their debts or claims, to James Merchant, 111, Finsbury-pavement.

CORSAIR CONSOLIDATED GOLD MINES, LIMITED—Petition for winding up, presented May 3, directed to be heard May 17. Steadman & Van Praagh, 23, Old Broad-st, solvers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 16.

COVENTRY CROSS CYCLE CO. LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 9, to send their names and addresses, and the particulars of their debts or claims, to George Collision Tuting Pannons, 120, Colmore row, Birmingham. Hughes & Massey, Coventry, solvers for liquidator.

"FAITH" GOLD MINING CO. LIMITED—Creditors are required, on or before June 21, to send their names and addresses, and the particulars of their debts or claims, to John Alexander Campbell, 17, South-st, Finsbury.

HANNAN'S EMPRESS GOLD MINING AND DEVELOPMENT CO. LIMITED—Creditors are required, on or before June 21, to send their names and addresses, and the particulars of their debts or claims, to John Alexander Campbell, 17, South-st, Finsbury.

HANNAN'S SOUTH BROWN HILL GOLD MINE, LIMITED—Creditors are required, on or before June 21, to send their names and addresses, and the particulars of their debts or claims, to William J. Pattison, 6, Drapers' gdn.

HULLS BREWERY, LIMITED—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to G. Shirland Hall, 37, Cross-st, Manchester, solver to liquidator.

LILLY & LILLY, LIMITED—Creditors are required, on or before May 23, to send their names and addresses, and the particulars of their debts or claims, to Arthur Mead, 5, Whitcomb-st, Pall Mall East. Nowell, Chancery lane, solver for liquidator.

MURCHISON DIAMOND AND GOLD MINES, LIMITED—Petition for winding up, presented May 4, directed to be heard on May 17. Smith & Son, Grisham House, Old Broad-st, solvers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 16.

NALDER & HILTON, LIMITED—Petition for winding up, presented May 8, directed to be heard on May 17. Cran, 2, New inn, Strand, solver for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 16.

SAN FRANCISCO BARWELLS, LIMITED (INCORPORATED IN 1890) (IN LIQUIDATION)—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to Daniel Willink, 35, Copthall avenue.

UNITED COMMERCIAL SYNDICATE, LIMITED—Petition for winding up, presented May 6, directed to be heard May 17. Badham & Williams, 3, Salters' Hall-st, Cannon-st, solvers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 16.

UNIVERSAL MOTOR CARRIAGE AND CYCLE CO. LIMITED—Petition for winding up, presented May 6, directed to be heard May 17. Badham & Williams, 3, Salters' Hall-st, Cannon-st, solvers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 16.

FRIENDLY SOCIETIES DISSOLVED.

GOOD EARNST LODGE OF DRUIDS, Pimberton, Wigan, Lancs. April 23
 PERSEVERANCE LODGE, LOYAL ORDER OF ANCIENT SHEPHERDS, Ashton Unity, Leigh, Lancs. April 23
 ROYAL STANDARD FRIENDLY SOCIETY, Rose and Crown Inn, Sandhurst, Berks. April 23

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 23 years. Telegrams, "Sanitation."—[ADVT.]

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, April 18.

BARBER, JOSEPH HENRY, Manchester, Piano Maker May 15 Adams, Manchester
 BARBER, SARAH ANN, North Shields May 16 Colmore & Monckton, Birmingham
 BENNETT, AGNES LOUISA, Liverpool May 23 Chubb, John st, Adelphi
 BOTTING, WILLIAM NATHAN, Botley, Southampton, John Keeper June 1 Gunner & Henry, Bishop's Waltham
 BRYSON, DAVID, Sunderland May 31 Dixon & Co, Sunderland
 BUREAU, JOHN WAKEFIELD, Gloucester June 10 Le Brasseur & Bowen, Pontypool
 CHAMBERLAIN, WILLIAM, Enfield, Relieving Officer May 31 Griffiths, Bedford row
 COOK, JOHN MASON, Ludgate circus, Fleet st, Banker May 31 Shaen & Co, Bedford row
 DEMPSTER, JOSEPH, Hove, Sussex, Solicitor June 17 Cheesman, Brighton
 EATWELL, JOHN, Lamborne, Berks, Farmer May 13 Barnes, Lamborne, Berks
 EMERY, CHARLES, Hillside rd, Stamford Hill May 20 Lodgark & Co, Fleet st
 FARRER, MARGARET, Clifton, Westmorland May 23 Little & Lamony, Penrith
 GORHAM, RICHARD VICARY, Yoxford, Suffolk, Surgeon May 15 Mayhew & Sons, Saxmundham
 HEATON, WILLIAM, Warrington, Contractor May 16 Jenas & Son, Warrington
 HODGE, CHAPPELL WILLIAM, Pounds, nr Plymouth July 20 Venning & Goldsmith, Devonport
 HOWITT, JOHN, Newark on Trent, Ironmonger May 31 Larken & Co, Newark on Trent
 HUBBARD, REV EDWARD HENRY, Bristol, Clerk Nov 14 Hubbard & Co, Cannon st
 HUNT, HENRY, Urnston, Lancs June 1 Talbot-Bateman & Thwaites, Manchester
 HURLE, ALFRED, Gosport, Coin Merchant May 19 Blake & Co, Portsmouth
 IDLE, JOSEPH, Dewsbury May 15 Ridgway & Ridgway, Dewsbury
 JAMES, WILLIAM, Fulham rd, Corn Merchant May 12 Linnett & Co, Quality ct, Chancery ln
 KEATING, HENRY SHEEHY, Princes gates June 5 Pennington & Son, Lincoln inn fields
 LOXLEY, ANN, Aston, Worcester May 20 Beauchamp & Gallaher, Worcester
 LYON, ALFRED, Ilminster, nr Newton Abbot, Devon May 1 Candy & Candy, Southampton
 MACKNIGHT, SARAH, Chatham May 23 Goodman, St Helen's pl
 OUVRY, COL HENRY AIME, C.B., Salters, Lymington, Southampton April 30 Quayle & Ouvry, Arundel st
 PARKER, FREDERICK THOMAS, Moerut, India, Lieutenant May 18 Llewellyn & Ackrill, Tunstall
 PARSONS, WILLIAM CHARLES, Ilford, Essex May 20 Keene & Co, Sothing ln
 PURVIS, WILLIAM, Newcastle upon Tyne, Publican May 23 Keenlyside & Forster, Newcastle upon Tyne
 RANDALL, WILLIAM EDWARD, Rochester May 4 Winch & Co, Chatham
 RICHARDS, REV JOHN, Oundle, Northampton June 5th Pennington & Son, Lincoln's inn fields
 SAKER, THOMAS, Brixton May 19 Hubbard, Chancery ln
 SANCHEZ, DELPHIN, Mexico, Merchant May 30 Stevens & Drayton, Queen Victoria st
 SMITH, HENRY, Lichfield June 1 Hinckley & Co, Lichfield
 SMITH, JOHN, Saxmundham, Suffolk May 15 Mayhew & Sons, Saxmundham
 SMITH, LOUISA, Lichfield June 1 Hinckley & Co, Lichfield
 STANLEY, ELIZABETH ANN, Bowdon, Chester June 24 Bullock & Co, Manchester
 STOKES, JAMES FOLLIOTT, Bicton, Salop May 25 Salt & Sons, Belmont, Shrewsbury
 TEMPLETON, AUGUSTA ELIZABETH, Brighton May 10 Ford & Co, Bloomsbury sq
 WALTON, GEORGE, Timperley, Chester, Licensed Victualler June 1 A & J E Fletcher, Northwich, Cheshire

London Gazette.—FRIDAY, April 21.

ACTON, CHARLOTTE, Worcester June 2 Campbell & March, Worcester
 ANDREWS, GEORGE, Laurie grove, New Cross May 10 Griffith & Gardiner, Old Serjeants' inn
 BADDELEY, ENOCH, Norton in the Moors, Stafford May 6 Boulton, Burslem
 BAYLIS, THOMAS, Birmingham, Electro Plater June 2 Hooper & Ryland, Birmingham
 BEARD, JAMES, Stoke Poges, Buckingham June 21 Sprigge, Slough
 BEEB, CHARLOTTE SOPHIA, South Kensington May 19 Cherry, Great James st
 BEINSTEIN, JOSEPH, South Kensington, House Furnisher May 20 Goldman, Southampton st, Bloomsbury sq
 BROCKHOFF, JOHN, Pilaley, nr Clay Cross, Derby, Farmer May 31 Gratton, Chesterfield
 BROMHEAD, AGATHA ELIZABETH, Plymouth May 26 Rogers, Helston
 BURLS, FANNY, Streatham June 1 Rooke & Sons, Lincoln's inn fields
 CHADWICK, ANDREW DAVID, Finsbury pavement, Chartered Accountant May 20 Blunt & Co, Gresham st
 CHRISTY, MRS KATHARINE COLLIER, Tunbridge Wells June 5 Hawks & Co, Borough High st
 CLAYTON, JAMES, Levenshulme, nr Manchester June 5 Lawson & Co, Manchester
 EGG, MARTHA, Worston, Lancs June 22 Baldwin & Co, Clitheroe
 CORPE, JOSEPH, Ealing May 27 Brain & Brain, Reading
 DINGLE, JOHN HERRING, Bideford, Devon, Grocer June 5 Toller & Co, Barnstaple
 FISHER, JOHN, Brighton June 10 Thorowgood & Co, Cophall ct
 FLETCHER, THOMAS, Halifax May 30 Boocock, Halifax

GARROD, WM. HENRY, Harleston, Norfolk May 31 Clarke & Calkin, John st, Bedford row
 GLENTWORTH, JOSEPH, Barrow upon Humber, Farmer Aug 1 Goy & Cross, Barton on Humber
 HANKEY, BLAKE ALEXANDER, Balcombe, Sussex June 2 Eastwood & Co, Lincoln's inn fields
 HART, MRS JANE, Mile End rd May 10 Jones, Spital sq
 HEATHCOAT, FRANCIS, Margate June 1 Ford-Kelcey, Margate
 HEUDEBOURCK, HENRY, Canonbury Park North June 3 Whitty, Norwich
 HOWARD, EVERETT, St. Helena, Norwich, Builder May 29 Cozens-Hardy & Jewson, Norwich
 JACKSON, MARGARET, South Norwood June 1 Stoneham & Sons, Fenchurch st
 JACKSON, WILLIAM, and SARAH ANN JACKSON, Leeds, Innkeepers May 18 Emsley & Co, Leeds
 KIRBY, RICHARD TOPHAM, Skerne, York June 1 Frost & Dawson, Hull
 LUXFORD, GEORGE CURTIS, Salehurst, Sussex June 15 Hussey & Ingpen, Stone bldgs
 MACNAMARA, FRANCIS NOTTING, Kensington, Surgeon-Major May 25 Brinton, Stone bldgs
 MARTIN, ALFRED, Paddington May 27 Surman & Quickett, Lincoln's inn fields
 MARTIN, JOHN DONALD, Liverpool, Ship Broker May 31 Lewes & Co, Liverpool
 ORSTON, ALFRED SIDNEY, Walsall June 24 Bill, Walsall
 OGLE, RICHARD, Manchester, Iron Merchant May 31 Spafford & Street, Manchester
 PARKER, HENRY, Wellington, Salop June 1 Hiatt, Wellington, Salop
 POINTON, SARAH BRITT, Margate June 1 Lowes, Erlanger rd, New Cross
 ROBINSON, GEORGE JOSEPH, West Kensington Park May 22 Kelly, Mark ln
 ROBINSON, MARGARET, Blackpool May 6 Pownall, Ashton under Lyne
 RYLAND, FREDERICK, Harborne, Birmingham, Ironfounder June 2 Hooper & Ryland, Birmingham
 SAYCE, SAMUEL JOHN, Bath May 31 Danger & Cartwright, Bristol
 SMITH, HENRY, Lichfield June 1 Hinckley & Co, Lichfield
 SMITH, LOUISA, Lichfield June 1 Hinckley & Co, Lichfield
 SPENCE, ANDREW HUNTER, Liverpool, Varnish Merchant May 15 Atkinson & Daly, Kingston upon Hull
 SUTTON, THOMAS, Scarborough May 27 Hick, Scarborough
 TAYLOR, JOHN, Scarborough May 27 Hick, Scarborough
 THOMPSON, GEORGE, Sarratt, Hertford, Blacksmith May 28 Rowell & Lomas, Rickmansworth
 TODD, WILLIAM THOMAS, St John's Wood May 31 Simpson & Co, Gracechurch st
 TOPHAM, MARY, Great Horton, Bradford May 13 Gaunt & Co, Bradford
 TWEED, JOHN AINGER, Manningtree, Essex, Baker May 5 Synnot, Manningtree
 WADDINGHAM, WILLIAM, Wisterringham, Lincoln July 8 Goy & Cross, Barton on Humber
 WALPOLE, MRS HARRIETTE WILSON, Clifton, Bristol June 3 O'Donoghue & Anson, Bristol
 WILLIAMS, RANDALL KAY, South Grimsby May 6 Rowcliffe & Co, Manchester
 WILMOT, ALFRED WILLIAM, Leicester, Commercial Traveller June 15 Daniel, Leicester
 WINSTANLEY, MARY, Henbury, nr Macclesfield May 14 Mercer, Manchester
 WILSON, JOHN BROAD, Bromsgrove, Grocer June 30 Sanders, Bromsgrove
 WILSON, MARGARET, Longton, Lancs May 31 Catterall, Preston
 WILSON, SARAH, Leicester May 27 Stevenson & Son, Leicester
 WOODROFFE, CHARLES ADINA, Oxford st, Tailor May 17 Hind, Sutton

London Gazette.—TUESDAY, April 25.

ABRAHAM, MARTHA, Willesden May 22 Blyth & Co, Gresham House
 BARNES, JAMES, Bardsley, nr Ashton under Lyne, Licensed Victualler May 28 Eaton, Ashton under Lyne
 BLACKMORE, BETSEY, Bath June 5 Bonney, Chancery ln
 BOLTON, ANN, Batley Carr, Dewsbury June 3 Chadwick & Sons, Dewsbury
 BROOK, SHAW, Greetland, nr Halifax, Woollen Manufacturer May 31 Marshall, Halifax
 BRUCE, MARIA ELINOR, Admiralty House, Kent May 31 Lee & Pemberton, Lincoln's inn fields
 CAHILL, RICHARD SILVESTER, Bayswater May 20 Ravenscroft & Co, John st, Bedford row
 SCHWAB, REV WILLIAM HERMANN, York May 21 Van Sandau & Co, King st, Cheshire
 CHIVERS, MARIA, Parkstone, Dorset, Goldsmith May 31 Perham & Son, Bristol
 CHRISTIAN, MARY, St Helena, Lancs May 20 Barrow & Cook, St Helena
 COLE, SAMUEL, Reading, Licensed Victualler May 31 Hewett, Reading
 COOK, MRS REBECCA, Deaborough, Northampton June 1 Nicholson, Market Harborough
 DODDS, RALPH, Rochdale June 1 Worth & Co, Rochdale
 ECKLEY, ELLEN ELIZABETH, Plymouth June 1 Hawken, Plymouth
 FERGUSON, ELIZABETH MARY, Durham May 24 Hargreaves & Joblin, Durham
 GAMBLE, ROBERT, Leeds May 15 Garsed, Eland
 HARRISON, ROBERT, Chorlton cum Hardy May 19 Hankinson & Son, Manchester
 HARTLEY, TIMOTHY, Knaresborough May 31 Jubb, Leeds
 HAWLEY, ANN, Huddersfield June 1 Brook, Huddersfield
 HENSMAN, JOHN BUSWELL, Northampton, Solicitor May 31 Andrew & Co, Northampton
 HILBOURNE, THOMAS, Trowern, nr Welshpool, Montgomery June 10 Saxton & Son, Queen Victoria st
 HULBERT, LOUISA, Brighton May 31 Vandermont & Co, Bush ln
 IMESON, WILLIAM, Leicester May 27 Burgess & Dexter, Leicester
 JACOBS, BENJAMIN, Kilburn May 31 Drake & Co, Road ln
 KENT, THOMAS, Blackburn, Joiner May 6 Haworth, Blackburn
 MCGARRY, PETER, Hurst, nr Ashton under Lyne, Builder May 31 Eaton, Ashton under Lyne
 MORRIS, ELIZABETH, Horsham, Sussex June 1 Collins, New inn, Strand
 NUGENT, SIR JOHN, Hanover sq July 20 Grubbe & Co, Lincoln's inn fields
 PLUMMER, SAMUEL, Stretford, nr Manchester, Printer May 31 Grundy & Co, Manchester
 SALMON, SUSANNAH BOURNE, Bath May 13 Little & Lyle, Bath
 SAUNDERS, LOUISA ELIZABETH, Windsor, Berks May 27 Smith & Co, Ashby de la Zouch
 SMITH, GEORGE AUGUSTUS, Nottingham May 10 Masser, Nottingham
 SMITH, KATE, Portsmouth, Boot Maker May 27 Blake & Co, Portsmouth
 SPARKS, MARTHA JAMES BAISSE, Islington June 5 Sweetland & Greenhill, Fenchurch st
 STANBRING, HUGH, Heywood, Lancs May 20 Grundy & Co, Manchester
 STROTAN, ROBERT, Norfolk, Farmer June 1 Barnard & Cross, Norwich

WARDLE, JOHN, Long Framlington, Northumberland May 31 Dickinson & Co, Newcastle upon Tyne
 WILEY, JAMES, Ealing May 31 Wilson & Co, Cophthall bldgs
 WOOLLARD, HANNAH, Ipswich May 29 Jackman & Co, Ipswich
London Gazette.—FRIDAY, April 28.
 ANDRADE, EATHEE, Ilington June 6 Hands, Angel ct, Throgmorton st
 APPLEFORD, JOHN, Charlton June 9 Whale, Cannon st
 BEAVER, JOHN JAMES, Birmingham June 17 Lane & Co, Birmingham
 BELL, CHARLES, Durham June 2 Chapman & Son, Durham
 BENSON, MARY, Gosforth June 1 Brockbank & Co, Whitehaven
 BRAND, ELIZABETH, Whitechapel May 31 Romain, Bishopgate Without
 BUDDELL, JACOB, St Mary Church, Devon May 22 Woonam, Newton Abbot
 BULWER, JAMES REDFOORD, Temple gdns, Temple May 31 Druces & Attlee, Billiter sq
 BUTLER, JOHN BANKS MEEK, Maresfield Rectory, Sussex June 15 Hussey & Ingsen, Stone bldgs
 CADURY, RICHARD, Bourneville, nr Birmingham, Cocoa Manufacturer May 23 Glaisyer & Co, Birmingham
 CANT, TERESA, Darnall, Sheffield May 18 Robinson, Sheffield
 COLLEDGE, AGNES MAUD, Kopps, Mysore, East Indies June 15 Stibbard & Co, Leadon-hall st
 COLLETT, GEORGE, Pimlico June 6 Barrett, Slough
 COLNER, JAMES, Haggerston May 20 Keahan, Upper Norwood
 CROTTY, JAMES, Dover st, Piccadilly May 29 Stanley & Co, Ludgate hill
 ELLIOTT, PETER, Sheffield, Table Blade Forger May 13 Robinson, Sheffield
 ELLIS, THOMAS EDWARD, MF, Cowley st, Westminster May 26 Russell-Cooke & Co, New inn, Strand
 EMERSON, SARAH, Bath June 12 Payne & Fuller, Bath
 FOLLIS, THOMAS, Longport, Staffs, Jeweller June 10 Chew & Co, Manchester
 FOWLER, SIR JOHN, Bart, KCMG, Queen Anne's mansions, Westminster July 1 Lawrence & Co, New sq, Lincoln's inn
 GALT, JOSEPH, Sheffield, Inspecting Engineer June 10 Bennett, Sheffield
 GAYFORD, FREDERICK, Terrington St Clement, Norfolk May 31 Ward, King's Lynn
 GREGOR, WILLIAM, Stratford May 31 Vincent & Vincent, Budge row
 GREEN, MARY, Hyde, Chester June 30 Brownson, Hyde
 HARDY, WILLIAM, Seaham Colliery, Durham, Colliery Overman May 30 Moses, Sunderland
 HOME, MARY, Bishop's Castle, Salop May 25 Griffiths, Bishop's Castle
 HIRD, WILLIAM, Higher Islam, nr Manchester June 10 Grundy & Co, Manchester
 JACKSON, MARGARET, South Norwood June 1 Stoneham & Sons, Fenchurch st
 JOHNSON, HENRY, Bromsgrove, Worcester, Farmer May 13 Scott, Bromsgrove
 JONES, SARAH, Denbigh June 9 Davies, Denbigh

LANE, RICHARD, St Mary Cray, Kent, Farmer May 31 May & Co, Suffolk House, Laurence Pountney hill
 MARRIOTT, THOMAS SHARP, Blisworth, Northampton, Farmer May 31 Phipps & Ray, Northampton
 MILLAR, GEORGE, Catford, Kent, Agent June 21 Bolton & Co, Temple gdns, Temple
 MILLS, EDWARD, Denton, Lancs, Hatter May 26 Richards & Hurst, Ashton under Lyne
 MUSGRAVE, CHRISTOPHER EDWARD, South Kensington June 1 Trower & Co, New sq, Lincoln's inn
 MYERS, WILLIAM, Paris, Ivory Merchant May 29 Robinson & Stannard, Eastcheap
 NICOLSON, PETER HAY, Albany, Western Australia May 31 St Barbe & Co, Delahay st, Westminster
 OLLERBARNSHAW, HENRY, Ecclesfield, York May 13 Robinson, Sheffield
 PAGE, MARY ANN, Little Wenham, Suffolk May 31 Synnot, Manningtree
 PAWLEY, CHARLES, Upper Norwood May 25 Sandom & Co, Gracechurch st
 PEARSON, WILLIAM, Sheffield, Boot Dealer May 13 Robinson, Sheffield
 PHILLIPS, CATHERINE, Ventnor, I W May 31 Janson & Co, Finsbury circus
 POOL, CHARLES EDWARD, Macclesfield May 25 May, Macclesfield
 PRINDERGAIST, ELIZABETH SOPHIA, Clifton, Bristol June 1 Lawrence & Co, New sq, Lincoln's inn
 ROSS, JOHN, Heaton, Newcastle upon Tyne May 31 W J S & J A S Scott, Newcastle upon Tyne
 ROWNTREE, AMELIA HARRIET TALBOT, Cranwich rd, Stamford Hill May 31 Denyer, Queen Victoria st
 SHUTT, RICHARD, Walsall Aug 1 Bill, Walsall
 STAPLES, JAMES, Combmartin, Devon May 31 Seldon, Barnstaple
 TATTERSALL, ELIZABETH, Bacup, Lancaster June 21 Eastwood & Sutcliffe, Todmorden
 TAYLOR, EMILY MARY, Maida Vale June 1 Longbotham & Sons, Halifax
 TAYLOR, WILLIAM MOLLAND, Southsea, Hants May 31 Peddell, Guildhall chmbrs
 TOWERS, SAMUEL JOHN, Lilbourne, Northampton, Farmer Nov 12 Wratelaw & Thompson, Rugby
 THURLO, Rt Hon THOMAS MONTAGUE MORRISON Baron, Cirencester June 30 Thorowgood & Co, Cophthall ct
 TURLE, CORRELL, Midway pk May 25 Linnett & Co, Quality ct, Chancery in
 TURNER, EMILY ANN, Rowley Regis, Stafford June 17 East & Smith, Birmingham
 WADE, EDWARD JOHN POWER, Arlington rd, Regent's pk May 29 Iliffe & Co, Bedford row
 WATSON, JULIA, Emsworth, Hants June 10 Taylor & Co, Strand
 WATTS, EDMUND HANNAY, Newport, Mon June 5 Laybourne, Newport
 WHIFFER, JAMES, Clapham June 9 Cain & Tompkins, Staple inn, Holborn
 WILLIAMS, JOHN, Swinton, nr Manchester, Doct'r May 27 Hockin & Co, Manchester
 WITCOMB, HENRY, Folkestone June 7 Emanuel & Simmonds, Finsbury circus
 YATES, JOHN THOMAS HARRIS, Fitzroy, nr Melbourne May 31 St Barbe & Co, Delahay st, Westminster

BANKRUPTCY NOTICES.

London Gazette.—TUESDAY, May 2.

RECEIVING ORDER RESCINDED.

THORP, LOUISA, Warwick rd, Earl's Court High Court Rec Ord Jan 19 Resc April 17

London Gazette.—FRIDAY, May 5.

RECEIVING ORDERS.

ASSETT, WILLIAM EASTON, Birmingham, Grocer Birmingham Pet May 3 Ord May 3
 COLE, ERNEST HAROLD, Bexley Heath, Kent, Builder Rochester Pet May 3 Ord May 3
 COX, WILLIAM, Bedminster, Bristol, Hardware Dealer Bristol Pet April 17 Ord May 1
 DALTON, EDWARD JAMES, Southampton, Warwick, Draper Warwick Pet April 15 Ord May 1
 DAVIS, FREDERICK WILLIAM, Queen Victoria st, Surveyor High Court Pet April 12 Ord May 2
 ESSAYE, WILLIAM, Tilney St Lawrence, Norfolk, Market Gardener King's Lynn Pet May 3 Ord May 3
 FAY, ANY FLORENCE, Bradford Bradford Pet May 3 Ord May 3
 FULWELL, EDWIN, Tile Hill, Warwick Coventry Pet May 1 Ord May 1
 GLASSON, GEORGE, Newlyn in Paul, Cornwall, Fish Buyer Truro Pet May 3 Ord May 3
 GURRY, WILLIAM, Royland Nether, Yorks, Butcher Barnley Pet May 1 Ord May 1
 HAWKINS, ALFRED, Luton, Flat Salesman Luton Pet May 2 Ord May 2
 HIBBERD, JOE, Branksome, Dorset, Brick Manufacturer Poole Pet May 2 Ord May 2
 HOARE, ELIZABETH, Ringwood, Hants, Boot Maker Salisbury Pet April 27 Ord April 27
 KEMPSON, GEORGE, Hornsey rd, Builder High Court Pet May 3 Ord May 3
 KINBERD, HARRIS MADOLIN, Leamington Warwick Pet April 15 Ord May 1
 LOCKETT, WILLIAM, Manchester, Packing Case Maker Manchester Pet April 29 Ord May 3
 MEECE, JOHN, Walworth, Coal Merchant High Court Pet May 2 Ord May 2
 REED, GEORGE, Hole House Farm, Durham, Farmer Durham Pet May 3 Ord May 3
 RICHARDS, WILLIAM, Southwick, Staffs, Builders' Merchant West Bromwich Ord April 26
 WILLIAMS, JOHN, and BEON WILLIAMS, Gwalchmai, Anglesey, Grocers Bangor Pet April 29 Ord April 29
 WOOD, JOHN WILLIAM, Leeds, Joiner Leeds Pet May 1 Ord May 1
 YOUNG, LEWIS, Cannon st rd, Wholesale Mantle Manufacturer High Court Pet April 11 Ord May 1
 Amended notice substituted for that published in the London Gazette of April 25:
 BROWN, SAMUEL, Salford, Lancs, Solicitor Salford Pet April 21 Ord April 21

RECEIVING ORDER RESCINDED.

GRAVES, Right Hon. CLARENCE EDWARD, Guildford, Surrey, Baron High Court Rec Ord April 7, 1899 Resc April 28

FIRST MEETINGS.

ATKIN, RICHARD DANIEL, East Stonehouse, Devon, Engine Fitter May 12 at 11.30 6, Athenium ter, Plymouth
 BARNARD, FREDERICK PAVNE, Middle Barton, Oxford, Plumber May 12 at 12 1, St Aldate's, Oxford
 BENJAMIN, LEWIS, Leeds, Slipper Maker May 12 at 12 Off Rec, 22, Park row, Leeds
 BOTHAM, JOSHUA ELLIOTT, Brampton, Derbys, Farmer May 19 at 1.30 Angel Hotel, Chesterfield
 BRADSHAW, HARRY, and HARRY COOPER, Irthlingborough, Northampton, Builders May 12 at 12.30 Off Rec, County Court bldgs, Sheep st, Northampton
 BROADBENT, ALFRED, Hyde, Cheshire, Commercial Traveller May 12 at 3 Off Rec, Byrom st, Manchester
 BROWN, SAMUEL, Salford, Lancs, Solicitor May 17 at 3 Off Rec, Byrom st, Manchester
 BULMER, JAMES, son, and JAMES BULMER, jun, Filby, Yorks, Carters May 12 at 3 Off Rec, 74, Newborough, Scarborough
 COWTON, JOSEPH, Bridlington, Tailor May 12 at 11.30 Off Rec, 74, Newborough, Scarborough
 DAVIS, FREDERICK WILLIAM, Queen Victoria st, Surveyor May 12 at 1 Bankruptcy bldgs, Carey st
 DYSON, ALLEN RICHARDSON, and EDWARD DYSON, Huddersfield, Felt Merchants May 16 at 12 Off Rec, 19, John William st, Huddersfield
 FAWLEY, ADIN, Hyde, Cheshire May 12 at 3.30 Off Rec, Byrom st, Manchester
 HARRISON, THOMAS, Northwich, Ropemaker May 12 at 10.30 Royal Hotel, Crewe
 HEAL, TOM, Folesdown, Hampshire, Builder May 12 at 12 Grand Hotel, Bournemouth
 HIGGETT, WILLIAM HOWLAND, Nottingham, Scale Manufacturer May 12 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 HOLMES, JOHN THOMAS, Stamford, Lincoln, Grocer May 12 at 11.45 Law Courts, New rd, Peterborough
 HOLROYD, HOWGATE, Cleckheaton, Insurance Broker May 16 at 11 Off Rec, 31, Manor row, Bradford
 HURST, HENRY ROBERT, Shipley, Sussex, Farmer May 12 at 2.45 H J Burt, High st, Steyning
 JONES, THOMAS JENKIN, Quarterback, Carnarthen May 12 at 11.30 Off Rec, 4, Queen st, Carnarthen
 KEMPSON, GEORGE, Hornsey rd, Builder May 12 at 11 Bankruptcy bldgs, Carey st
 LAWRENCE, THOMAS, Hornforth, York, Builder May 12 at 11 Off Rec, 22, Park row, Leeds
 LOCKETT, WILLIAM, Manchester, Packing Case Maker May 12 at 3 Off Rec, Byrom st, Manchester
 LUCAS, ARTHUR ERNEST, Ealing Dean, Timber Merchant May 13 at 11.30 Off Rec, 95, Temple chmbrs, Temple st, London
 MCARDLE, VINCENT, Seacombe, Chester, Cartage Agent May 15 at 12 Off Rec, 35, Victoria st, Liverpool
 MEECE, JOHN, Walworth, Coal Merchant High Court May 16 at 12 Bankruptcy bldgs, Carey st
 MOSE, THOMAS SAMUEL, Bishopgate st Without, Tailor May 12 at 2.30 Bankruptcy bldgs, Carey st
 MURDER, ALEXANDER, Leadenhall st, Agent May 12 at 12 Bankruptcy bldgs, Carey st
 PHALP, WILLIAM, JOSEPH BIRD, JOHN JACKSON EDWARDS, and ANTHONY BIRD, Seaton Sluice, Northumberland, Builders May 24 at 11.30 Off Rec, 30, Mosley sq, Newcastle on Tyne
 PITT, CHARLES BENJAMIN, Camberwell New rd May 15 at 12 Bankruptcy bldgs, Carey st
 POLLARD, GEORGE JAMES, Baywater, Cycle Maker May 12 at 12 Bankruptcy bldgs, Carey st
 PULLIN, HENRY, Barry, Glam, Oil Merchant May 15 at 3 117, St Mary st, Cardiff
 READHEAD, JOHN WILLIAM, Workshop, Notts, Bricklayer May 12 at 2.30 Off Rec, Figtree lane, Sheffield
 ROBINSON, FREDERICK, Hinchley, Leicesters, Labourer May 12 at 12.30 Off Rec, 1, Bridgide st, Leicester
 RYSCOTT, JOHN, Darlington, Greensgrove May 17 at 3 Off Rec, 8, Albert rd, Middlesborough
 SCHOLFIELD, ARTHUR WILLIAM, Mexborough, Butcher May 12 at 3 Off Rec, Figtree lane, Sheffield
 SINGLETON, SAMUEL, and JAMES SINGLETON, Newton Heath, Manchester, General Carriers May 12 at 2.30 Off Rec, Byrom st, Manchester
 WAYMARK, WILLIAM HENRY, Southend on Sea, Grocer May 15 at 3 Off Rec, 95, Temple chmbrs, Temple av
 WEBB, WILLIAM, Whitchurch, nr Tavistock, Licensed Victualler May 12 at 11 6, Athenium ter, Plymouth
 WILLIAMS, GERRARD, Longwood Vicarage, nr Huddersfield May 15 at 12 Off Rec, 19, John William st, Huddersfield
 WILSON, WILLIAM, Stockton on Tees, Railway Inspector May 3 at 3 Off Rec, 8, Albert rd, Middlesborough
 YEATON, CHARLES C, Lombard st May 12 at 2.30 Bankruptcy bldgs, Carey st
 Amended notice substituted for that published in the London Gazette of May 2:
 LOWER, JOHN THOMAS, Coventry, Watch Motioner May 10 at 12 Off Rec, 17, Hertford st, Coventry

ADJUDICATIONS.

ALLEN, HUGH PERCY, Sydenham, Kent, Corn Merchant Croydon Pet April 28 Ord April 29
 ANTHONY, EDWARD JOHN, Love Lane, Licensed Victualler High Court Pet Feb 9 Ord May 2
 ATKIN, RICHARD DANIEL, East Stonehouse, Engine Fitter Plymouth Pet May 1 Ord May 1
 BENFORD, ALFRED, Westbourne, Sussex, Baker Brighton Pet May 2 Ord May 2
 BENJAMIN, LEWIS, Leeds, Slipper Maker Leeds Pet May 1 Ord May 1
 CLAYTON, WILLIAM, Weobley, Hereford, Coal Agent Leominster Pet May 1 Ord May 1
 CHANE, EDWARD JOHN, Handsworth, Cycle Factor Birmingham Pet March 10 Ord May 2
 DUNKLEY, JOSEPH, Birmingham, Auctioneer Birmingham Pet March 22 Ord May 2
 EDWARDSON, ALFRED MOLYNEUX, Leadenhall bldg High Court Pet March 28 Ord May 1
 ESSAYE, WILLIAM, Tilney St Lawrence, Norfolk, Market Gardener King's Lynn Pet May 3 Ord May 3
 EYERINGTON, ALFRED WILLIAM, Boxhill, House Agent Hastings Pet April 8 Ord May 2
 FAY, ANY FLORENCE, Bradford Bradford Pet May 3 Ord May 3
 FULWELL, EDWIN, Tile Hill, Warwick Coventry Pet May 1 Ord May 1
 GLASSON, GEORGE, Newlyn in Paul, Cornwall, Fish Buyer Truro Pet May 3 Ord May 3

GRAY, HENRY MYERS, Chelsea, Marine Underwriter High Court Pet Dec 30 Ord May 2
 GUEST, WILLIAM, Hoyland, Nether, Yorks, Butcher Barnsley Pet May 1 Ord May 1
 HARRIS, NATHAN ASH, Aldersgate st, Merchant High Court Pet April 19 Ord May 1
 HIBBERD, JOB, Brankome, Dorset, Brick Manufacturer Poole Pet May 2 Ord May 2
 HOARE, ELIZABETH, Ringwood, Hampshire, Boot Maker Salisbury Pet April 27 Ord April 27
 JENNINGS, ELIZABETH ANNIE, Cheltenham, Confectioner Cheltenham Pet March 20 Ord April 29
 LOTTUS, ROBERT, St Paul's rd, Bow Common, Provision Merchant High Court Pet Feb 16 Ord April 29
 LOWTIE, EMIL, Basinghall st, Watchmaker High Court Pet April 13 Ord May 1
 LUCAS, ARTHUR ERNEST, Ealing Dean Timber Merchant Brentford Pet April 28 Ord April 28
 MOSE, THOMAS SAMUEL, Bishopgate st Without, Tailor High Court Pet April 21 Ord May 2
 READEHEAD, JOHN WILLIAM, Workshop, Notiz, Bricklayer Sheffield Pet April 22 Ord May 1
 REED, GEORGE, Hole House Farm, Durham, Farmer Durham Pet May 3 Ord May 3
 ROWLANDS, JOSEPH, and LEWIS AUGUSTUS LOFTUS, Drury ln, Fruit Merchants High Court Pet March 20 Ord May 2
 SCHIOTT, EDWARD PETER, Garden ct, Temple, Barrister High Court Pet March 7 Ord April 27
 SEARLE, JOHN THOMAS, Tufnell Park High Court Pet March 27 Ord May 2
 SHILLES, JOHN, Newham, Glos, Tanner Gloucester Pet March 29 Ord May 3
 SIMSTER, THOMAS JOHN, Longton, Staffs, Baker Stoke upon Trent Pet April 15 Ord May 3
 SIMON, WILLIAM HENRY, Chestow, General Merchant Cardiff Pet April 30 Ord May 1
 TULLY, SAMUEL JOSEPH, Felton, Herefords, Farmer Worcester Pet Jan 16 Ord May 2
 WILLIAMS, JOHN, and JOHN WILLIAMS, Gwalchmai, Anglesey, Grocers Bangor Pet April 29 Ord April 29
 WOOD, JOHN WILLIAM, Leeds, Joiner Leeds Pet May 1 Ord May 1
 WOOD, WALTER, Upton on Severn, Licensed Victualler Worcester Pet April 14 Ord May 1
 ZULA, SPIRIDION STAMATI, Gracechurch st, Merchant High Court Pet Mar 8 Ord May 1

London Gazette.—TUESDAY, May 9.

RECEIVING ORDERS.

ALLISON, WILFRED HENRY ANDREW, Lazonby, Cumberland Carlisle Pet May 6 Ord May 6
 BAKER, FREDERICK JOSEPH, and JOHN ANDREW KELLY, Newport Newport, Mon Pet May 2 Ord May 2
 BENNETT, JOSEPH, John st, Edgware rd High Court Pet April 18 Ord May 5
 BERRFORD, WILLIAM, Nottingham Nottingham Pet May 3 Ord May 3
 BLACK, WILLIAM BEARDSALL, Bramley, Leeds, Butcher Leeds Pet May 6 Ord May 6
 CABR, THOMAS HENRY, Leicester, Dealer in Plate Leicester Pet May 6 Ord May 6
 CARRINGTON, HERBERT, Newfoundpool, Leicester, Builder Leicester Pet April 25 Ord May 5
 COATES, CHARLES EDWARD, Sunderland, Furniture Dealer Sunderland Pet April 26 Ord May 5
 FINCH, BENJAMIN GEORGE, Kensington, Licensed Victualler High Court Pet April 18 Ord May 5
 FORDHAM, JOHN DANIEL, East Molesey, Surrey, Builder's Foreman Kingston, Surrey Pet May 4 Ord May 4
 GODWIN, ELIZABETH, Leek, Stafford, Maclefield Pet May 4 Ord May 4
 HARDY, DUDLEY, Ravenscroft park, Artist High Court Pet May 5 Ord May 5
 HARRISON, THOMAS HENRY, Bruntcliffe, York, Blacksmith Dewsbury Pet May 5 Ord May 5
 HARRISON, WILLIAM, Great Grimsby, Coal Dealer Great Grimsby Pet May 3 Ord May 3
 HICKLING, ALDENABE FITEZROY, Lowestoft, Fruiterer Great Yarmouth Pet May 4 Ord May 4
 HINDLE, ROBERT SOLOMON, Ilford, Essex, Builder Chelmsford Pet May 3 Ord May 3
 JOHNSON, FRANCIS HENRY, Hastings, Post Office Clerk Hastings Pet May 5 Ord May 5
 JONES, THOMAS, Treherbert, Glam, Grocer Pontypridd Pet May 2 Ord May 2
 KERIDGE, DANIEL, Jun, Hulme, Manchester, Boot Dealer Manchester Pet April 21 Ord May 5
 LAKE, ERNEST EDWARD, Ventnor, I of W, Confectioner Newport Pet May 4 Ord May 4
 LOGGINS, WILLIAM ARNOLD, Smethwick, Stafford Coventry Pet May 4 Ord May 4
 MARRINGTON, HENRY, Foulham, Norfolk, Butcher Norfolk Pet May 6 Ord May 6
 MATTHEWS, WILLIAM, Treharris, Glam, Stocker Merthyr Tydfil Pet May 4 Ord May 4
 MONTAGUE, FREDERICK, Frome, Somerset, Wood Turner Frome Pet May 4 Ord May 4
 PIER, ALBERT, Dalston, Boot Manufacturer High Court Pet May 3 Ord May 3
 ROBINSON, WILLIAM, Kingston upon Hull, Grocer Kingston upon Hull Pet April 27 Ord May 6
 ROPE, JAMES RICHARD, Fuddletown, Dorsets, Dairyman's Manager Dorchester Pet May 6 Ord May 6
 SCHIFFER, J. I., Southend on Sea, Builder Chelmsford Pet April 15 Ord May 8
 SCREECH, CHARLES JAMES, Buckland, Portsmouth, Tailor Portsmouth Pet May 4 Ord May 4
 SHAW, ARTHUR ROLAND, St Martin's ln, Company Promoter High Court Pet Feb 25 Ord May 4
 STEPHENS, FREDERICK NORTH, Jun, Aston, Warwicks, Builder Birmingham Pet April 30 Ord May 5
 THOMAS, ALFRED, Warboys, Hunts, Saddler Peterborough Pet May 3 Ord May 3
 TRANTER, ARTHUR, Walsall, Gig Saddler Walsall Pet May 4 Ord May 4

TRAVIS, JOHN THOMAS, Bredbury, Chester Ashton under Lyne Pet May 5 Ord May 5
 TURTLE, CHARLES, Anerley, Surrey, General Draper Croydon Pet May 4 Ord May 4
 WEBB, EDWARD HENRY, Great Yarmouth, Baker Great Yarmouth Pet May 5 Ord May 5
 WILLIAMS, JOSEPH, Rhyl, Flint, Ironmonger Bangor Pet May 4 Ord May 4

Amended notice substituted for that published in the London Gazette of April 11:
 MCCORMACK, JOHN, Hulme, Manchester, Grocer Manchester Pet March 25 Ord April 7

Amended notice substituted for that published in the London Gazette of April 28:
 FINCH, ALFRED HABLEY, St Ann's rd, Stamford Hill, Builder Edmonton Pet March 28 Ord April 24

Amended notice substituted for that published in the London Gazette of May 2:
 FAWLEY, ADIN, Hyde, Cheshire Ashton under Lyne Pet April 28 Ord April 28

FIRST MEETINGS.

BAXTER, ALBERT JOHN, Burton on Trent, Brewer's Labourer May 17 at 11.30 Midland Hotel, Station st, Burton on Trent
 BEECH, FREDERICK, Smethwick, Stafford, Grocer May 17 at 2.10 County Court, West Bromwich
 BENFORD, ALFRED, Westbourne, Sussex, Baker May 18 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton
 BENNETT, JOSEPH, John st, Edgware rd May 16 at 2.30 Bankruptcy bldgs, Carey st
 BENNION, STEPHEN, Leek, Staffs, Saddler May 17 at 11 Off Rec, 21, King Edward st, Maclefield
 CARRINGTON, HERBERT, Newfoundpool, Leicester, Builder May 16 at 12.30 Off Rec, 1, Berridge st, Leicester
 COLEY, CHARLES, Coven, Stafford May 18 at 11 Off Rec, Wolverhampton
 COOPER, WALTER, Oldbury, Worcester, Grocer May 17 at 2 County Court, West Bromwich
 COX, WILLIAM, Bedminster, Bristol, Hardware Dealer May 17 at 12 Off Rec, Baldwin st, Bristol
 DALTON, EDWARD JAMES, Southam, Warwick, Draper May 16 at 12.30 Off Rec, 17, Hertford st, Coventry
 DOWNHAM, HIGH COURTNEY, Easton Maudli, Northampton May 17 at 12.30 Off Rec, County Court bldgs, Sheep st, Northampton
 ESCATE, WILLIAM, Tilney St Lawrence, Norfolk, Market Gardener May 20 at 1 Off Rec, 8, King st, Norwich
 FINCH, BENJAMIN GEORGE, Kensington, Licensed Victualler May 16 at 12 Bankruptcy bldgs, Carey st
 FINCH, ALFRED HABLEY, St Ann's rd, Stamford Hill, Builder May 16 at 3 Off Rec, 95, Temple chambers, Temple av
 FLETCHER, WILLIAM JOHN HARVEY, Uttoxeter, Physician May 16 at 3 White Hart Hotel, Uttoxeter
 FRANCIS, THOMAS, Blackburn, Greengrocers May 17 at 12.30 County Court house, Blackburn
 FRY, AMY FLORENCE, Bradford May 18 at 11 Off Rec, 31, Manor row, Bradford
 FULWELL, EDWIN, Tile Hill, Warwick May 17 at 12.30 Off Rec, 17, Hertford st, Coventry
 GLASSON, GEORGE, Newlyn in Paul, Cornwall, Fish Buyer May 17 at 12 Off Rec, Boscawen st, Truro
 GODWIN, ELIZABETH, Leek, Staffs May 17 at 11.30 Off Rec, 23, King Edward st, Maclefield
 HARDY, DUDLEY, Ravenscroft park, Artist May 17 at 12 Bankruptcy bldgs, Carey st
 HOARE, ELIZABETH, Ringwood, Hants, Boot Maker May 18 at 12.30 Off Rec, Edliss st, Salisbury
 KINDRED, HARRIE MANOLIN, Leamington, Hotel Proprietor May 17 at 10.45 Off Rec, 17, Hertford st, Coventry
 LESLIE, J. C. HASOP, Derby May 18 at 3 Off Rec, 40, St Mary's gate, Derby
 LOGGINS, WILLIAM ARNOLD, Smethwick, Stafford May 16 at 12 Off Rec, 17, Hertford st, Coventry
 MILLWARD, ELIJAH, Longton, Staffs, Collier's Loader May 16 at 10.30 Off Rec, King st, Newcastle under Lyne
 MONTAGUE, FREDERICK, Frome, Somerset, Wood Turner May 16 at 12.30 Off Rec, Baldwin st, Bristol
 MOREY, GEORGE, Wansford, York May 16 at 11 Off Rec, Trinity House ln, Hull
 PASCOE, ANDREW, Newcastle on Tyne, Coal Merchant May 16 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
 PHILLIPS, JOHN HATHRELL, Gutter ln, Cheapside, Licensed Victualler May 17 at 11 Bankruptcy bldgs, Carey st
 PHILLIPS, WILLIAM, Llantrisant, Glam, Grocer May 16 at 12 135, High st, Merthyr Tydfil
 PIKE, ALBERT, Dalston, Boot Manufacturer May 17 at 12 Bankruptcy bldgs, Carey st
 ROBINSON, ALFRED SUMNER, and THOMAS ALONZA PHILLIPS, Mile End rd May 18 at 2.30 Bankruptcy bldgs, Carey st
 SCREECH, CHARLES JAMES, Buckland, Portsmouth, Tailor May 15 at 3 Off Rec, Cambridge junct, High st, Portsmouth
 SIMSTER, THOMAS JOHN, Longton, Staffs, Baker May 16 at 11 Off Rec, King st, Newcastle under Lyne
 STONE, THOMAS HOBLEY, Birmingham, Tyre Manufacturer May 17 at 11 174, Corporation st, Birmingham
 WOOD, CHARLES MALCOLM, Constitutional Club, Northumberland av May 18 at 11 Bankruptcy bldgs, Carey st
 WOOD, JOHN WILLIAM, Leeds, Joiner May 18 at 11 Off Rec, 23, Park row, Leeds

ADJUDICATIONS.

ALLISON, WILFRED HENRY ANDREW, Lazonby, Cumberland Carlisle Pet May 6 Ord May 6
 BAKER, FREDERICK JOSEPH, and JOHN ANDREW KELLY, Newport, Mon Newport, Mon Pet May 2 Ord May 2
 BANBARD, FREDERICK PATRICK, Middle Barton, Oxford, Plumber Oxford Pet April 29 Ord May 4
 BASTARD, THOMAS WILLIAM, Leytonstone, Builder High Court Pet March 10 Ord May 3
 BATES, SAM, Salford, Lancs, Steel Merchant Salford Pet April 18 Ord May 4

BLACK, WILLIAM BEARDSALL, Bramley, Leeds, Butcher Leeds Pet May 6 Ord May 6
 BOOTH, WILLIAM, Denton, Lancs, Grocer Ashton under Lyne Pet April 14 Ord April 23
 CABR, THOMAS HENRY, Leicester, Dealer in Plate Leicester Pet May 6 Ord May 6
 COATES, CHARLES EDWARD, Sunderland, Furniture Dealer Sunderland Pet April 23 Ord May 6
 DODGSON, THOMAS SAMUEL, Salford, Birmingham, Grocer Pet April 23 Ord May 5
 GODWIN, ELIZABETH, Leek, Staffs Maclefield Pet May 4 Ord May 4
 HARDY, DUDLEY, Ravenscroft pk, Artist High Court Pet May 5 Ord May 5
 HARRISON, THOMAS HENRY, Bruntcliffe, York, Blacksmith Dewsbury Pet May 5 Ord May 5
 HARRISON, WILLIAM, Gt Grimsby, Coal Dealer Gt Grimsby Pet May 3 Ord May 3
 HAWKINS, ALFRED, Linton Bedford, Plait Salesman Luton Pet May 2 Ord May 6
 HICKLING, ALDENABE FITEZROY, Lowestoft, Fruiterer Gt Yarmouth Pet May 4 Ord May 4
 HIGNETT, WILLIAM ROWLAND, Nottingham, Scale Manufacturer Nottingham Pet March 23 Ord May 6
 HINDLE, ROBERT SOLOMON, Ilford, Essex, Builder Chelmsford Pet May 3 Ord May 6
 JONES, THOMAS, Treherbert, Glam, Grocer Pontypridd Pet May 2 Ord May 2
 KEMPSON, GEORGE, Horsey rd, Builder High Court Pet May 3 Ord May 3
 KINDRED, HARRIE MANOLIN, Leamington, Hotel Proprietor Warwick Pet April 15 Ord May 4
 LAKE, ERNEST EDWARD, Ventnor, I of W, Confectioner Newport Pet May 4 Ord May 4
 LOGGINS, WILLIAM ARNOLD, Smethwick, Stafford Coventry Pet May 4 Ord May 4
 MARRINGTON, HENRY, Foulham, Norfolk, Butcher Norwich Pet May 6 Ord May 6
 MATTHEWS, WILLIAM, Treharris, Glam, Stocker Merthyr Tydfil Pet May 4 Ord May 4
 MAYOR, LEWIS FREDERICK, Hornsey, Licensed Victualler Barnet Pet March 16 Ord May 3
 MERCER, JOHN, Walworth, Coal Merchant High Court Pet May 2 Ord May 3
 MONTAGUE, FREDERICK, Frome, Somerset, Wood Turner Frome Pet May 4 Ord May 4
 PATTISON, ROWLES, Walbrook, Solicitor High Court Pet Nov 2 Ord May 5
 ROBINSON, ALFRED SUMNER, and THOMAS ALONZA PHILLIPS, Mile End rd, Corn Dealers High Court Pet March 6 Ord May 4
 ROBINSON, WILLIAM, Kingston upon Hull, Grocer Kingston upon Hull Pet April 27 Ord May 6
 ROPE, JAMES RICHARD, Fuddletown, Dorsets, Dairyman's Manager Dorchester Pet May 6 Ord May 6
 ROWLSTON, WILLIAM, Mining ln High Court Pet Feb 27 Ord May 5
 SCREECH, CHARLES JAMES, Buckland, Portsmouth, Tailor Portsmouth Pet May 4 Ord May 4
 STONE, THOMAS HOBLEY, Birmingham, Tyre Manufacturer Birmingham Pet March 29 Ord May 6
 THOMAS, ALFRED, Warboys, Hunts, Saddler Peterborough Pet May 3 Ord May 3
 TRANTER, ARTHUR, Walsall, Gig Saddler Walsall Pet May 4 Ord May 4
 TRAVIS, JOHN THOMAS, Bredbury, Chester Ashton under Lyne Pet May 5 Ord May 5
 WEBB, EDWARD HENRY, Great Yarmouth, Baker Great Yarmouth Pet May 5 Ord May 5

Amended notice substituted for that published in the London Gazette of March 14:
 REECE, WILLIAM ROBERT ROSENBERG, Copthall av High Court Pet Dec 21 Ord March 8

Amended notice substituted for that published in the London Gazette of March 28:
 VOIGT, OTTO GUSTAV MORITZ EDWARD, Fleet st, Hotel Manager High Court Pet March 24 Ord March 24

Amended notice substituted for that published in the London Gazette of April 18:
 MCCORMACK, JOHN, Hulme, Manchester, Grocer Manchester Pet March 25 Ord April 15

Amended notice substituted for that published in the London Gazette of May 2:
 FAWLEY, ADIN, Hyde, Cheshire Ashton under Lyne Pet April 28 Ord April 28

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

LAW FIRE INSURANCE SOCIETY,

114, CHANCERY-LANE, LONDON, E.C. 4, 1899.

NOTICE IS HEREBY GIVEN THAT AN EXTRAORDINARY GENERAL MEETING of the Shareholders of this Society will be held at their House in CHANCERY-LANE, on TUESDAY, the 30th inst., at ONE P.M., precisely, when the following Resolution, which was duly passed by the requisite majority of the Shareholders present at the Extraordinary Meeting of the Society on the 2nd inst., will be submitted to the Meeting for confirmation:—
 That the Deed of Settlement of the Society be altered by striking out Clause 35, and by substituting in lieu of it the following Clause, viz:—

35. Whenever a Director of the Society dies or vacates office otherwise than in rotation as herein provided, the Directors for the time being of the Society shall be at liberty, as and when they think fit, to fill up any vacancy thus created; but any Director appointed to fill up any such vacancy shall vacate office at the Annual General Meeting of the Society next after his appointment, and shall be eligible for re-election."

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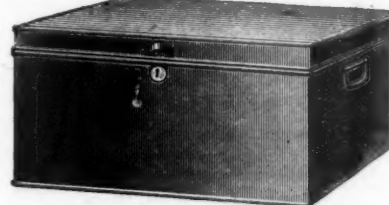
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 Thursday, June 22.
 Thursday, June 29.
 Thursday, July 6.
 Thursday, July 13.
 Thursday, July 20.
 Thursday, July 27.
 Thursday, August 3.

Thursday, August 10.
 Thursday, September 21.
 Thursday, October 12.
 Thursday, October 26.
 Thursday, November 16.
 Thursday, November 23.
 Thursday, December 7.
 Thursday, December 14.

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